2681.

SUPREME COURT OF THE UNITED STATES.

Nos. 87—88.

ABRAHAM RICH AND JAMES HARRIS, CLAIMANTS OF THE SHIP MARTHA, APPELLANTS,

vs.

LAMBERT & BROTHER AND OTHERS, LIBELLANTS:

And

ABRAHAM RICH AND JAMES HARRIS, CLAIMANTS OF THE SHIP MARTHA, APPELLANTS,

vs.

THE SOUTH CAROLINA RAILROAD COMPANY, LIBELLANT.

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2088.

Pleas before the honorable Robert B. Gilchrist, judge of the district court of the United States, for the South Carolina district

It is thus contained: Be it remembered, that on the twenty-ninth day of November, anno domini 1848, comes into the said court Petigru and Lesesne, esquires, attorneys of the said court, and exhibit the libel of Charles Lambert and Robert Lambert, copartners, trading under the firm of Lambert & Brother; John Graveley, Nathaniel Barnwell, and Ravenel, copartners, trading under the firm of Barnwell & Ravenel; William Adger and Joseph E. Adger, copartners, trading under the firm of W. & J. E. Adger; Andrew Moffett and John Reid Moffett, copartners, trading under the firm of Andrew Moffett & Son, against the ship Martha, whereof Richard Rich is master, and the same being read and filed, is in the words following, to wit:

The libel and complaint of Charles Lambert and Robert Lambert, copartners, trading under the firm of Lambert & Brother; John Graveley, Nathaniel Barnwell, and James Ravenel, copartners, trading under the firm of Barnwell & Ravenel; William Adger and Joseph E. Adger, copartners, trading under the firm of W. & J. E. Adger; Andrew Moffett and John Reid Moffett, copartners, trading under the firm of Andrew Moffett & Son, against the ship Martha, (whereof Richard Rich is master,) her tackle, apparel, and furniture, and against the said Richard Rich; and also against all persons lawfully intervening for their interests in the said ship, in a cause of contract, civil and maritime; and thereupon the said libellants allege and articulately propound as follows:

First. That on or about the sixth day of September, one thousand eight hundred and forty-seven, the ship Martha being at Liverpool, in the kingdom of Great Britain, and bound on a voyage thence to Charleston, in the State of South Carolina, these libellants caused to be shipped on board of the said ship Martha, whereof the said Richard Rich then was master as aforesaid, divers goods, wares, and merchandise, then in good order and condition, of great value, to wit, the value of about seventeen thousand three hundred and fifty-two dollars, as by the several invoices thereof in the hands of these libellants' proctors, and ready to be produced to this honorable court whenever required, will more fully appear; to be taken care of and safely and securely carried and conveyed, in and on board of the said ship, from Liverpool aforesaid to Charleston aforesaid, and there safely and securely delivered in the like good order and condition to these libellants respectively, (the dangers and accidents of the seas and navigation excepted,) they paying certain freight therefor, as by the several bills of lading of the said goods, wares, merchandise, signed by the said Richard Rich, master aforesaid, in the hands of these libellants' proctors, and ready to be produced to this honorable court whenever required, reference being thereunto had, will more fully appear.

Second. That afterwards, to wit, on or about the twenty-first day of September, one thousand eight hundred and forty-seven, the said ship Martha, having on board the said goods, wares, and merchandise, set sail from Liverpool aforesaid, and on the ninth day of November, one thousand eight hundred and forty-seven, arrived at the said port of Charleston, and the said goods, wares, and merchandise were soon after delivered to these libellants respectively, with the exception of a few things, for which, if lost, their full value will be claimed.

Third. That the said goods, wares, and merchandise were not taken care of, and safely and securely carried and conveyed in the said ship, and safely and securely delivered to these libellants at the said port of Charleston, according to the tenor and effect of the said bill of lading. But, on the contrary, although no injury accrued from any dangers or accidents of the seas, or of navigation, the said goods, wares, and merchandise were so baldly taken care of by the said master, and the cargo of the said ship, and particularly a quantity of salt on board thereof, was stowed so improperly, that through the neglect, fault, and mismanagement of the said master, the said goods, wares, and merchandise were greatly injured and damaged, to wit, to the amount of about four thousand seven hundred dollars.

Fourth. That the said Richard Rich, master as aforesaid, has not paid these libellants any part of the said sum of four thousand seven hundred dollars, although often requested thereto, and now utterly neglects and refuses so to do, to the damage of these libellants the full sum of four thousand seven hundred dollars.

Fifth. That all and singular the premises are true, and within the admiralty and maritime jurisdiction of this honorable court; in verification whereof, if denied, these libellants crave leave to refer to the depositions and other proofs to be by them exhibited in this cause.

Wherefore these libellants pray that process in due form of law, according to the course of courts of admiralty, and of this honorable court in causes of admiralty and maritime jurisdiction, may issue against the said ship Martha, and her tackle, apparel, and furniture, wheresoever the same may be found; and that the said Richard Rich, and all persons having, or pretending to have, any right, title, or interest in the said ship, may be cited to appear and answer all and singular the matters so articulately propounded, and that this honorable court would be pleased to pronounce for the damages aforesaid, and to decree such other relief to the libellants as shall to law and justice appertain; and also to condemn the said ship, her tackle, apparel, and furniture, and the said Richard Rich, and all other persons intervening, for their interests in the said ship, in costs.

PETIGRU & LESESNE,
Proctors for libellants,
CHARLES LAMBERT,
JOHN GRAVELEY,
JAMES RAVENEL,
JOHN R. MOFFETT,
WILLIAM ADGER.

2086.

Sworn to before me, this 29th November, 1847.

HENRY D. LESESNE,
Magistrate.

Let a warrant of arrest issue, returnable on Thursday next, the 2d of December, at 12 o'clock, m.

November 29th, 1847, at chambers.

R. B. GILCHRIST, *D. J.*

THE UNITED STATES OF AMERICA,
South Carolina district.

In the court of admiralty of the United States of America, for South Carolina district.

The United States of America, to the marshal of the court of admiralty, for the district aforesaid, or to his lawful deputy, greeting:

You are hereby commanded, without delay, to arrest the ship Martha, in whose possession soever she may be found within the jurisdiction of this said court, and to cite Richard Rich, master, and all other persons whomsoever having, or pretending to have, any right, title, claim, or interest therein, to be and appear before the hon. R. B. Gilchrist, the judge of the said court, at the court-house in Charleston, on Thursday, the 2d day of December next, at 12 o'clock, m., to answer to Lambert & Brother, John Graveley, Barnwell & Ravenel, W. & J. E. Adger, and Andrew Moffett & Son, in a certain cause of admiralty jurisdiction.

Witness honorable R. B. Gilchrist, judge of the court at Charleston, the 29th day of November in the year of our Lord one thousand [L. S.] eight hundred and forty-seven, and of the sovereignty and independence of the United States of America the 72d year.

PETIGRU & LESESNE,
Proctors for actors.

H. Y. GRAY, *District clerk.*

Wednesday, 1st December, 1847; present, his honor R. B. Gilchrist; the court made the following order:

The warrant of arrest issued in this case having been served, on motion of B. F. Hunt, esquire, defendant's proctor, it is ordered, that Richard Rich, master of the ship Martha, who hath deposed that he is lawful bailee thereof for the owners, have leave to put in a claim for the same in behalf of Abraham Rich, Samuel Snow, and James Harris, the alleged owners of the said ship Martha, upon filing a stipulation with good and sufficient sureties, in the sum of five thousand five hundred dollars, to abide by and pay the money and all costs and expenses which shall be awarded against the said ship Martha in this case, by the final decree of this court, or upon an appeal by the appellate court, if any appeal intervenes; and that upon such stipulation being entered, the said ship Martha be discharged from arrest in this case.

DICK & CREWS
vs.
THE SHIP MARTHA.

Messrs. Petigru and Lesesne appeared in court, and moved for leave to file a libel in this case; ordered accordingly; and which libel, being read and filed, is in the words following, to wit:

The libel and complaint of James Dick and Edmund B. Crews, copartners, trading under the firm of Dick & Crews, against the ship Martha, (whereof Richard Rich is master,) her tackle, apparel, and furniture, and against the said Richard Rich, and also against all persons intervening for their interests in the said ship, in a cause of contract civil and maritime.

And thereupon the said libellants allege and articulately propound, as follows:

First. That on or about the sixth day of September, one thousand eight hundred and forty-seven, the said ship Martha being at Liverpool, in the kingdom of Great Britain, and bound on a voyage thence to Charleston, in the State of South Carolina, these libellants caused to be shipped on board of the said ship Martha, whereof the said Richard Rich then was master as aforesaid, divers goods, wares, and merchandise, then in good order and condition, of great value, to wit, of the value of about twelve hundred and ninety-two dollars, as by the invoice thereof in the hands of these libellants' proctors, and ready to be produced to this honorable court whenever required, will more fully appear; to be taken care of, and safely and securely carried and conveyed, in and on board of the said ship, from Liverpool aforesaid to Charleston aforesaid, and there safely and securely delivered in the like good order and condition to these libellants, (the dangers and accidents of the seas and navigation excepted,) they paying certain freight therefor, as by the bill of lading of the said goods, wares, and merchandise, signed by the said Richard Rich, master aforesaid, in the hands of these libellants' proctors, and ready to be produced to this honorable court whenever required, reference being thereunto had, will more fully appear.

Second. That afterwards, to wit, on or about the twenty-first day of September, eighteen hundred and forty-seven, the said ship Martha, having on board the said goods, wares, and merchandise, set sail from Liverpool aforesaid, and on the ninth day of November, one thousand eight hundred and forty-seven, arrived at the said port of Charleston, and the said goods, wares, and merchandise were soon after delivered to these libellants.

Third. That the said goods, wares, and merchandise were not taken care of, and safely and securely carried and conveyed in the said ship, and safely and securely delivered to these libellants at the said port of Charleston, according to the tenor and effect of the said bill of lading; but, on the contrary, although no injury accrued from any dangers or accidents of the seas, or of navigation, the said goods, wares, and merchandise were so badly taken care of by the said master, and

the cargo of the said ship, and particularly a quantity of salt on board thereof, was stowed so improperly, that through the neglect, fault, and mismanagement of the said master, the said goods, wares, and merchandise were greatly injured and damaged, to wit, to the amount of about three hundred and fifty dollars.

Fourth. That the said Richard Rich, master as aforesaid, has not paid these libellants any part of their said sum of three hundred and fifty dollars although often requested thereto, and now utterly neglects and refuses to do so, to the damage of these libellants the full sum of three hundred and fifty dollars.

Fifth. That all and singular the premises are true, and within the admiralty and maritime jurisdiction of this honorable court; in verification whereof, if denied, these libellants crave leave to refer to the depositions and other proofs to be by them exhibited in this cause.

Wherefore these libellants pray that process, in due form of law, according to the course of courts of admiralty, and of this honorable court in causes of admiralty and maritime jurisdiction, may issue against the said ship Martha, and her tackle, apparel, and furniture, wheresoever the same may be found; and that the said Richard Rich, and all persons having, or pretending to have, any right, title, or interest in the said ship, may be cited to appear and answer all and singular the matters so articulately propounded; and that this honorable court would be pleased to pronounce for the damages aforesaid, and to decree such other relief to the libellants as shall to law and justice appertain; and also to condemn the said ship, her tackle, apparel, and furniture, and the said Richard Rich, and all other persons intervening for their interest in the said ship, in costs.

PETIGRU & LESESNE,
Libellants' proctors.
DICK & CREWS,
E. B. CREWS.

Sworn to before me this 1st December, 1847.
HENRY D. LESESNE,
Magistrate.

Let a warrant of arrest issue, returnable to-morrow, the 2d of December instant, at 12 o'clock, m., 1st December, 1848.
R. B. GILCHRIST, *D. J.*

THE UNITED STATES OF AMERICA,
South Carolina district.

In the court of admiralty of the United States of America, for South Carolina district.

The United States of America, to the marshal of the court of admiralty for the district aforesaid, or to his lawful deputy, greeting:

You are hereby commanded, without delay, to arrest the ship Martha, in whose possession soever she may be found, within the jurisdiction of this court, and to cite Richard Rich, master, and all other per-

sons whomsoever, having or pretending to have any right, title, claim, or interest therein, to be and appear before the honorable R. B. Gilchrist, the judge of the said court, at the court-house in Charleston, on Thursday the second day of December instant, at 12 o'clock, m., to answer to Dick & Crews in a certain cause of admiralty jurisdiction.

Witness the honorable R. B. Gilchrist, judge of the said court, at Charleston, the third day of December, in the year of our Lord one thousand eight hundred and forty-seven, and of the sovereignty and independence of the United States of America the 72d year.

[L. S.]

PETIGRU & LESESNE,
Proctors for Actors.
H. Y. GRAY, *District clerk.*

ROOSEVELT, HYDE & CLARK,
vs.
THE SHIP MARTHA.

Messrs. Petigru & Lesesne appeared in court and moved for leave to file a libel in this case; ordered accordingly; and which libel, being read and filed, is in the words following, to wit:

The libel and complaint of Henry L. Roosevelt, Simeon Hyde, and Robert A. Clark, co-partners, trading under the firm of Roosevelt, Hyde & Clark, against the ship Martha, (whereof Richard Rich is master,) her tackle, apparel, and furniture, and against the said Richard Rich, and also against all persons lawfully intervening for their interests in the said ship, in a cause of contract civil and maritime. And thereupon the said libellants allege and articulately propound, as follows:

First. That on or about the sixth day of September, one thousand eight hundred and forty-seven, the said ship Martha being at Liverpool, in the kingdom of Great Britain, and bound on a voyage thence to Charleston, in the State of South Carolina, these libellants caused to be shipped on board of the said ship Martha, whereof the said Richard Rich then was master as aforesaid, divers goods, wares, and merchandise, then in good order and condition, of great value, to wit, of the value of about six thousand four hundred and forty-two $\frac{43}{100}$ dollars, as by the invoice thereof in the hands of these libellants' proctors, and ready to be produced to this honorable court whenever required, will more fully appear; to be taken care of, and safely and securely carried and conveyed, in and on board of the said ship, from Liverpool aforesaid to Charleston aforesaid, and there safely and securely delivered, in the like good order and condition, to these libellants, (the dangers and accidents of the seas and navigation excepted,) they paying certain freight therefor, as by bill of lading of the said goods, wares, and merchandise, signed by the said Richard Rich, master aforesaid, in the hands of these libellants' proctors, and ready to be produced to this honorable court whenever required, reference being thereunto had, will more fully appear.

Second. That afterwards, to wit, on or about the twenty-first day of September, one thousand eight hundred and forty-seven, the said ship Martha, having on board the said goods, wares, and merchandise, set sail from Liverpool aforesaid, and on the ninth day of November, one thousand eight hundred and forty-seven, arrived at the said port of Charleston, and the said goods, wares, and merchandise were soon after delivered to these libellants.

Third. That the said goods, wares, merchandise were not taken care of, and safely and securely carried and conveyed in the said ship, and safely and securely delivered to these libellants, at the said port of Charleston, according to the tenor and effect of the said bill of lading. But, on the contrary, although no injury accrued from any dangers or accidents of the seas or of navigation, the said goods, wares, and merchandise were so badly taken care of by the said master, and the cargo of the said ship, and particularly a quantity of salt on board thereof, was stowed so improperly, that through the neglect, fault, and mismanagement of the said master, the said goods, wares, and merchandise were greatly injured and damaged, to wit, to the amount of about three hundred and thirty-two $\frac{67}{100}$ dollars.

Fourth. That the said Richard Rich, master as aforesaid, has not paid these libellants any part of the said sum of three hundred and thirty-two $\frac{67}{100}$ dollars, although often requested thereto, and now utterly neglects and refuses so to do, to the damage of these libellants the full sum of three hundred and thirty-two $\frac{67}{100}$ dollars.

Fifth. That all and singular the premises are true, and within the admiralty and maritime jurisdiction of this honorable court; in verification whereof, if denied, these libellants crave leave to refer to the depositions and other proofs to be by them exhibited in this cause.

Wherefore these libellants pray that process, in due form of law, according to the course of courts of admiralty and this honorable court in causes of admiralty, and maritime jurisdiction, may issue against the said ship Martha, and her tackle, apparel, and furniture, wheresoever the same may be found; and that the said Richard Rich, and all persons having, or pretending to have, any right, title, or interest in the said ship, may be cited to appear and answer all and singular the matters so articulately propounded, and that this honorable court would be pleased to pronounce for the damages aforesaid, and to decree such other relief to the libellants as shall, to law and justice, appertain, and also to condemn the said ship, her tackle, apparel, and furniture, and the said Richard Rich, and all other persons intervening for their interests in the said ship, in costs.

PETIGRU & LESESNE,
Libellant's proctors.

SIMEON HYDE.

Let a warrant issue returnable to-morrow, the 2d of December instant, at 12 o'clock, m.

R. B. GILCHRIST, *D. J.*

1*st December*, 1847.

THE UNITED STATES OF AMERICA,
South Carolina district.

In the court of admiralty of the United States of America, for South Carolina district.

The United States of America, to the marshal of the court of admiralty for the district aforesaid, or to his lawful deputy, greeting:

You are hereby commanded, without delay, to arrest the ship Martha, in whose possession soever she may be found, within the jurisdiction of this court, and to cite Richard Rich, master, and all other persons whomsoever, having or pretending to have any right, title, claim, or interest therein, to be and appear before the honorable R. B. Gilchrist, the judge of the said court, at the court-house in Charleston, on Thursday, the second day of December instant, at 12 o'clock, m., to answer to Roosevelt, Hyde and Clark, in a certain cause of admiralty jurisdiction.

Witness the honorable R. B. Gilchrist, judge of the said court at Charleston, the first day of December, in the year of our [S. L.] Lord one thousand eight hundred and forty-seven, and of the sovereignty and independence of the United States of America the 72d year.

H. Y. GRAY, *District clerk.*

WILLIAM L. TIMMONS
vs.
The SHIP MARTHA.

Messrs. Petigrue & Lesesne appeared in court, and moved for leave to file a libel in this case; ordered accordingly; and which libel being read and filed, is in the words following, to wit:

The libel and complaint of William L. Timmons against the ship Martha, (whereof Richard Rich is master,) her tackle, apparel, and furniture, and against the said Richard Rich, and also against all persons lawfully intervening for their interests in the said ship, in a cause of contract, civil and maritime; and thereupon the said libellant alleges and articulately propounds as follows:

First. That on or about the sixth day of September, one thousand eight hundred and forty-seven, the said ship Martha being at Liverpool, in the kingdom of Great Britain, and bound on a voyage thence to Charleston, in the State of South Carolina, this libellant caused to be shipped on board of the said ship Martha, whereof the said Richard Rich then was master as aforesaid, divers goods, wares, and merchandise, then in good order and condition, of great value, to wit, of the value of about five thousand dollars, as by the invoice thereof in the hands of this libellant's proctors, and ready to be produced to this honorable court whenever required, will more fully appear; to be taken care of and safely and securely carried and conveyed in and on board of the said ship from Liverpool aforesaid, to Charleston aforesaid, and there safely and securely delivered in the like good order and condition

to this libellant, (the dangers and accidents of the seas and navigation excepted,) he paying certain freight therefor, as by the bill of lading of the said goods, wares, and merchandise, signed by the said Richard Rich, master aforesaid, in the hands of this libellant's proctors, and ready to be produced to this honorable court whenever required, reference being thereunto had, will more fully appear.

Second. That afterwards, to wit, on or about the twenty-first day of September, eighteen hundred and forty-seven, the said ship Martha, having on board the said goods, wares, and merchandise, set sail from Liverpool aforesaid, and on the ninth day of November, one thousand eight hundred and forty-seven, arrived at the said port of Charleston, and the said goods, wares, and merchandise were soon after delivered to this libellant.

Third. That the said goods, wares, and merchandise were not taken care of, and safely and securely carried and conveyed in the said ship, and safely and securely delivered to this libellant at the said port of Charleston, according to the tenor and effect of the said bills of lading; but, on the contrary, although no injury accrued from any dangers or accidents of the seas or of navigation, the said goods, wares, and merchandise were so badly taken care of by the said master, and the cargo of the said ship, and particularly a quantity of salt on board thereof, was stowed so improperly, that through the neglect, fault, and mismanagement of the said master, the said goods, wares, and merchandise were greatly injured and damaged, to wit, to the amount of about one thousand dollars.

Fourth. That the said Richard Rich, master as aforesaid, has not paid this libellant any part of the said sum of one thousand dollars, although often requested thereto, and now utterly neglects and refuses so to do, to the damage of this libellant the full sum of one thousand dollars.

Fifth. That all and singular the premises are true, and within the admiralty and maritime jurisdiction of this honorable court; in verification whereof, if denied, this libellant craves leave to refer to the depositions and other proofs to be by him exhibited in this cause.

Wherefore this libellant prays that process, in due form of law, according to the course of the courts of admiralty and of this honorable court in causes of admiralty and maritime jurisdiction, may issue against the said ship Martha and her tackle, apparel, and furniture, wheresoever the same may be found; and that the said Richard Rich, and all persons having or pretending to have any right, title, or interest in the said ship may be cited to appear and answer all and singular the matters so articulately propounded; and that this honorable court would be pleased to pronounce for the damages aforesaid, and to decree such other relief to the libellant as shall to law and justice appertain; and also to condemn the said ship, her tackle, apparel, and furniture, and the said Richard Rich, and all other persons intervening for their interests in said ship, in costs.

PETIGRU & LESESNE,
Libellant's proctors.

Sworn to before me, this 1st December, 1847.

HENRY D. LESESNE,
Magistrate.

Let a warrant of arrest issue, returnable to-morrow the 2d of December instant, at 12 o'clock, m.

R. B. GILCHRIST, *D. J.*

1st December, 1847.

THE UNITED STATES OF AMERICA,
South Carolina district.

In the court of admiralty of the United States of America, for South Carolina district.

The United States of America, to the marshal of the court of admiralty for the district aforesaid, or to his lawful deputy, greeting:

You are hereby commanded, without delay, to arrest the ship Martha, in whose possession soever she may be found, within the jurisdiction of this court, and to cite Richard Rich, master, and all other persons whomsoever, having or pretending to have any right, title, claim or interest therein, to be and appear before the honorable R. B. Gilchrist, the judge of the said court, at the court-house in Charleston, on Thursday, the second day of December instant, at 12 o'clock, m., to answer to William L. Timmons in a certain cause of admiralty jurisdiction.

Witness the honorable R. B. Gilchrist, judge of the said court, at Charleston, the first day of December, in the year of our Lord [L. S.] one thousand eight hundred and forty-seven, and of the sovereignty and independence of the United States of America the seventy-second year.

PETIGRU & LESESNE,
Proctors for Actor.

H. Y. GRAY, *Dist. clerk.*

ALEXANDER GORDON
vs.
THE SHIP MARTHA.

Messrs. Petigru & Lesesne appeared in court, and moved for leave to file a libel in this case; ordered accordingly; and which libel being read and filed is in the words following, to wit:

The libel and complaint of Alexander Gordon, against the ship Martha, (whereof Richard Rich is master,) her tackle, apparel, and furniture, and against the said Richard Rich; and also against all persons lawfully intervening for their interests in the said ship, in a cause of contract, civil and maritime; and thereupon the said libellant alleges and articulately propounds, as follows:

First. That on or about the sixth day of September, one thousand eight hundred and forty-seven, the said ship Martha being at Liverpool,

in the kingdom of Great Britain, and bound on a voyage thence to Charleston, in the State of South Carolina, this libellant caused to be shipped on board of the said ship Martha, whereof the said Richard Rich then was master as aforesaid, divers goods, wares, and merchandise, then in good order and condition, of great value, to wit, of the value of about two thousand three hundred dollars, as by the invoice thereof, in the hands of this libellant's proctors, and ready to be produced to this honorable court whenever required, will more fully appear; to be taken care [of,] and safely and securely carried and conveyed in and on board of the said ship, from Liverpool aforesaid, to Charleston aforesaid, and there safely and securely delivered in the like good order and condition to this libellant, (the dangers and accidents of the seas and navigation excepted,) he paying certain freight therefor, as by the bill of lading of the said goods, wares, and merchandise, signed by the said Richard Rich, master aforesaid, in the hands of this libellant's proctors, and ready to be produced to this honorable court whenever required, reference being thereunto had, will more fully appear.

Second. That afterwards, to wit, on or about the twenty-first day of September, one thousand eight hundred and forty-seven, the said ship Martha, having on board the said goods, wares, and merchandise, set sail from Liverpool aforesaid, and on the ninth day of November, one thousand eight hundred and forty-seven, arrived at the said port of Charleston, and that the said goods, wares, and merchandise were soon after delivered to this libellant.

Third. That the said goods, wares, and merchandise were not taken care of, and safely and securely carried and conveyed in the said ship, and safely and securely delivered to this libellant at the said port of Charleston, according to the tenor and effect of the said bill of lading; but, on the contrary, although no injury accrued from any dangers or accidents of the seas or navigation, the said goods, wares, and merchandise were so badly taken care of by the said master, and the cargo of the said ship, and particularly a quantity of salt on board thereof, was stowed so improperly, that, through the neglect, fault, and mismanagement of the said master, the said goods, wares, and merchandise were greatly injured and damaged, to wit, to the amount of about six hundred dollars.

Fourth. That the said Richard Rich, master as aforesaid, has not paid this libellant any part of the said sum of six hundred dollars, although often requested thereto, and now utterly neglects and refuses so to do, to the damage of this libellant the full sum of six hundred dollars.

Fifth. That all and singular the premises are true, and within the admiralty and maritime jurisdiction of this honorable court; in verification whereof, if denied, this libellant craves leave to refer to the depositions and other proofs to be by him exhibited in this cause.

Wherefore this libellant prays that process in due form of law, according to the course of courts of admiralty, and of this honorable court in causes of admiralty and maritime jurisdiction, may issue against the said ship Martha, and her tackle, apparel, and furniture, wheresoever the

same may be found, and that the said Richard Rich, and all persons having or pretending to have any right, title, or interest in the said ship, may be cited to appear and answer all and singular the matters so articula ely propounded; and that this honorable court would be pleased to pronounce for the damages aforesaid, and to decree such other relief to this libellant as shall to law and justice appertain; and also to condemn the said ship, her tackle, apparel, and furniture, and the said Richard Rich, and all other persons intervening for their interests in the said ship, in costs.

ALEXANDER GORDON,
PETIGRU & LESESNE,
Libellant's proctors.

Sworn to before me, this 30th November, 1847.
HENRY D. LESESNE, *Magistrate.*

Let a warrant of arrest issue, returnable to-morrow, the 2d December instant, at 12 o'clock, m.
1st December, 1847. R. B. GILCHRIST, *D. J.*

THE UNITED STATES OF AMERICA,
South Carolina district.

In the court of admiralty of the United States of America, for South Carolina district.

The United States of America, to the marshal of the court of admiralty for the district aforesaid, or to his lawful deputy, greeting:

You are hereby commanded, without delay, to arrest the ship Martha, in whose possession soever she may be found, within the jurisdiction of this court, and to cite Richard Rich, master, and all other persons whomsoever, having or pretending to have any right, title, claim, or interest therein, to be and appear before the honorable R. B. Gilchrist, the judge of the said court, at the court-house in Charleston, on Thursday, the second day of December instant, at 12 o'clock, m., to answer to Alexander Gordon in a certain cause of admiralty jurisdiction.

Witness the honorable R. B. Gilchrist, judge of the said court at Charleston, the first day of December, in the year of our Lord [L. S.] one thousand eight hundred and forty-seven, and of the sovereignty and independence of the United States of America the seventy-second year.

PETIGRU & LESESNE,
Proctors for Actor.
H. Y. GRAY, *Dist. clerk.*

Thursday, 2d December, 1847.

The court met and was opened. Present, his honor R. B. Gilchrist.

LAMBERT & BROTHER et als. vs. The SHIP MARTHA. } Libel, &c.

The marshal returned the warrant of arrest in this case as duly served.

Ordered that a monition issue, returnable on the 21st day of December instant, at 12 o'clock, m., and that publication thereof be made according to law.

DICK & CREWS
vs.
The SHIP MARTHA. } Libel, &c.

The marshal returned the warrant of arrest in this case as duly served.

Ordered that a monition issue, returnable on the 21st day of December instant, at 12 o'clock, m., and that publication thereof be made according to law.

ROOSEVELT, Hyde and Clark,
vs.
The SHIP MARTHA. } Libel, &c.

The marshal returned the warrant of arrest in this case as duly served.

Ordered that a monition issue, returnable on the 21st day of December instant, at 12 o'clock, m., and that publication thereof be made according to law.

WILLIAM L. TIMMONS
vs.
THE SHIP MARTHA. } Libel, &c.

The marshal returned the warrant of arrest in this case as duly served.

Ordered that a monition issue, returnable on the 21st day of December instant, at 12 o'clock, m., and that publication thereof be made according to law.

ALEXANDER GORDON
vs.
THE SHIP MARTHA. } Libel, &c.

The marshal returned the warrant of arrest in this case as duly served.

Ordered that a monition issue, returnable on the 21st day of December instant, at 12 o'clock, m., and that publication thereof be made according to law.

Monition.

THE UNITED STATES OF AMERICA,
South Carolina district.

In the court of admiralty of the United States of America, for South Carolina district.

The United States of America to Thomas D. Condy, esq., marshal of the United States of America for the district aforesaid, or to his lawful deputy, greeting:

You, and each of you, are hereby commanded, without delay, to cite and admonish, and these are therefore to cite and admonish, all persons in general who have, or pretend to have, any right, title, claim, interest, property, or demand whatsoever, in, to, or out of the American ship Martha, whereof Richard Rich now is, or late was, master, and now lying in the port of Charleston, in the district aforesaid, against which a libel hath been exhibited and filed in the said court by Lambert & Brother, John Graveley, Barnwell & Ravenel, Andrew Moffett & Son, and W. & J. E. Adger, for damage to goods, wares, and merchandise shipped by the said libellants on board the said ship, praying that the same may be condemned and sold for certain causes and reasons therein contained; and that they be and appear before the honorable R. B. Gilchrist, judge of the said court, at a court to be holden at the federal court-house in Charleston aforesaid, on Tuesday, the twenty-first day of December instant, at 12 o'clock, m., to show cause, if any they have, why the prayer of the said libel should not be granted. And whatsoever you shall do in the premises, you shall duly certify unto the judge aforesaid, at the time and place aforesaid, together with these presents.

Witness the honorable R. B. Gilchrist, judge of the said court at Charleston, the second day of December, in the year of our Lord one thousand eight hundred and forty-seven. [L. S.]

PETIGRU & LESESNE,
Libellants' proctors.

H. Y. GRAY, *Dist. Clerk.*

THE UNITED STATES OF AMERICA,
South Carolina district.

In the court of admiralty of the United States of America, for the South Carolina district.

The United States of America, to Thomas D. Condy, esq., marshal of the United States of America for the district aforesaid, or his lawful deputy, greeting:

You, and each of you, are hereby commanded, without delay, to cite and admonish, and these are therefore to cite and admonish, all persons in general who have, or pretend to have, any right, title, claim, interest, property, or demand whatsoever, in, to, or out of the American ship Martha, whereof Richard Rich now is, or late was, master, and now lying in the port of Charleston, in the district aforesaid, against which a libel hath been exhibited and filed in the said court, by James Dick and Edmund B. Crews, copartners, trading under the firm of Dick & Crews, for damage to goods, wares, and merchandise shipped by the said libellants on board the said ship, praying that the same may be condemned and sold for certain causes and reasons therein contained, and that they be and appear before the honorable R. B. Gilchrist, judge of the said court, at a court to be holden at the

federal court-house in Charleston aforesaid, on Tuesday, the twenty-first day of December instant, at 12 o'clock, m., to show cause, if any they have, why the prayer of the said libel should not be granted. And whatsoever you shall do in the premises, you shall duly certify unto the judge aforesaid, at the time and place aforesaid, together with these presents.

Witness the honorable R. B. Gilchrist, judge of the said court at Charleston, the second day of December, in the year of our [L. S.] Lord one thousand eight hundred and forty-seven.

PETIGRU & LESESNE,
Libellants' proctors.

H. Y. GRAY, *Dist. Clerk.*

THE UNITED STATES OF AMERICA,
South Carolina district.

In the court of admiralty of the United States of America, for the South Carolina district.

The United States of America, to Thomas D. Condy, esq., marshal of the United States of America for the district aforesaid, or his lawful deputy, greeting:

You, and each of you, are hereby commanded, without delay, to cite and admonish, and these are therefore to cite and admonish, all persons in general who have, or pretend to have, any right, title, claim, interest, property, or demand whatsoever, in, to, or out of the American ship Martha, whereof Richard Rich now is, or late was, master, and now lying in the port of Charleston, in the district aforesaid, against which a libel hath been exhibited and filed in the said court, by Henry L. Roosevelt, Simeon Hyde, and Robert L. Clark, copartners, trading under the firm of Roosevelt, Hyde & Clark, for damage to goods, wares, and merchandise shipped by the said libellants on board the said ship; praying that the same may be condemned and sold for certain causes and reasons therein contained; and that they be and appear before the honorable R. B. Gilchrist, judge of the said court, at a court to be holden at the federal court-house in Charleston aforesaid, on Tuesday, the twenty-first day of December instant, at 12 o'clock, m., to show cause, if any they have, why the prayer of the said libel should not be granted. And whatsoever you shall do in the premises you shall duly certify unto the judge aforesaid, at the time and place aforesaid, together with these presents.

Witness the honorable R. B. Gilchrist, judge of the said court at Charleston, the second day of December, in the year of our [L. S.] Lord one thousand eight hundred and forty-seven.

PETIGRU & LESESNE,
Libellants' proctors.

H. Y. GRAY, *Dist. Clerk.*

THE UNITED STATES OF AMERICA,
South Carolina district.

In the court of admiralty of the United States of America, for the South Carolina district.

The United States of America, to Thomas D. Condy, esq., marshal of the United States of America, for the district aforesaid, or his lawful deputy, greeting:

You, and each of you, are hereby commanded, without delay, to cite and admonish, and these are therefore to cite and admonish, all persons in general who have, or pretend to have, any right, title, claim, interest, property, or demand whatsoever, in, to, *our* out of the American ship Martha, whereof Richard Rich now is, or late was, master, now lying in the port of Charleston, in the district aforesaid, against which a libel hath been exhibited and filed in the said court, by William L. Timmons, for damage to goods, wares, and merchandise shipped by the said libellant on board the said ship, praying that the same may be condemned and sold for certain causes and reasons therein contained and that they be and appear before the honorable R. B. Gilchrist, judge of the said court, at a court to be holden at the federal court-house in Charleston aforesaid, on Tuesday, the twenty-first day of December instant, at 12 o'clock m., to show cause, if any they have, why the prayer of the said libel should not be granted. And whatsoever you shall do in the premises you shall duly certify to the judge aforesaid, at the time and place aforesaid, together with these presents.

Witness the honorable R. B. Gilchrist, judge of the said court at Charleston, the second day of December, in the year of our [L. S.] Lord one thousand eight hundred and forty-seven.

PETIGRU & LESESNE,
Libellant's proctors.
H. Y. GRAY, *Dist. Clerk.*

THE UNITED STATES OF AMERICA,
South Carolina district.

In the court of admiralty of the United States of America, for South Carolina district.

The United States of America, to Thomas D. Condy, esq., marshal of the United States of America for the district aforesaid, or his lawful deputy, greeting:

You, and each of you, are hereby commanded, without delay, to cite and admonish, and these are therefore to cite and admonish, all persons in general who have, or pretend to have, any right, title, claim, interest, property, or demand whatsoever, in, to, or out of the American ship Martha, whereof Richard Rich now is, or late was, master, and now lying in the port of Charleston, in the district afore-

said, against which a libel hath been exhibited and filed in the said court, by Alexander Gordon, for damage to goods, wares, and merchandise shipped by the said libellant on board the said ship, praying that the same may be condemned and sold for certain causes and reasons therein contained; and that they be and appear before the honorable R. B. Gilchrist, judge of the said court, at a court to be holden at the federal court-house in Charleston aforesaid, on Tuesday, the twenty-first day of December instant, at 12 o'clock, m., to show cause, if any they have, why the prayer of the said libel should not be granted. And whatsoever you shall do in the premises, you shall duly certify unto the judge aforesaid, at the time and place aforesaid, together with these presents.

Witness the honorable R. B. Gilchrist, judge of the said court, at Charleston, the second day of December, in the year of our [L. S.] Lord one thousand eight hundred and forty-seven.

PETIGRU & LESESNE,
Libellant's proctors.

H. Y. GRAY, *Dist. clerk.*

Monday, 6th December, 1847.

At chambers, before his honor, R. B. Gilchrist.

JAMES ADGER & Co.
vs.
The SHIP MARTHA.

Messrs. Petigru & Lesesne appeared, and moved for leave to file a libel in this case; ordered accordingly; and which libel, being read and filed, is in the words following, to wit:

The libel and complaint of James Adger, Robert Adger, and James R. Pringle, copartners, trading under the firm of James Adger & Company, against the ship Martha, whereof Richard Rich is master, her tackle, apparel, and furniture, and against the said Richard Rich, and also against all persons lawfully intervening for their interests in the said ship, in a cause of contract civil and maritime.

And thereupon the said libellants allege and articulately propound, as follows:

First. That on or about the sixth day of September, one thousand eight hundred and forty-seven, the said ship Martha being at Liverpool, in the kingdom of Great Britain, and bound on a voyage thence to Charleston, in the State of South Carolina, these libellants caused to be shipped on board of the said ship Martha, whereof the said Richard Rich then was master as aforesaid, divers goods, wares, and merchandise, then in good order and condition, of great value, to wit, of the value of about six thousand dollars, as by the invoice thereof in the hands of these libellants' proctors, and ready to be produced to this honorable court whenever required, will more fully appear; to be taken care of, and safely and securely carried and conveyed, in and on board

of the said ship, from Liverpool aforesaid, to Charleston aforesaid, and there safely and securely delivered in the like good order and condition to these libellants, (the dangers and accidents of the seas and navigation excepted,) they paying certain freight therefor, as by the bills of lading of the said goods, wares, and merchandise, signed by the said Richard Rich, master aforesaid, in the hands of these libellants' proctors, and ready to be produced to this honorable court whenever required, reference being thereunto had, will more fully appear.

Second. That afterwards, to wit, on or about the twenty-first day of September, one thousand eight hundred and forty-seven, the said ship Martha, having on board the said goods, wares, and merchandise, set sail from Liverpool aforesaid, and on the ninth day of November, one thousand eight hundred and forty-seven, arrived at the said port of Charleston, and the said goods, wares, and merchandise were soon after delivered to these libellants, except one bag of nails, for which, if lost, its full value will be claimed.

Third. That the said goods, wares, and merchandise were not taken care of, and safely and securely carried and conveyed in the said ship, and safely and securely delivered to these libellants at the said port of Charleston, according to the tenor and effect of the said bill of lading. But, on the contrary, although no injury accrued from any damages or accidents of the seas or of navigation, the said goods, wares, and merchandise were so badly taken care of by the said master, and the cargo of the said ship, and particularly a quantity of salt on board thereof, was stowed so improperly, that, through the neglect, fault, and mismanagement of the said master, the said goods, wares, and merchandise were greatly injured and damaged, to wit, to the amount of about one thousand dollars.

Fourth. That the said Richard Rich, master as aforesaid, has not paid these libellants any part of the said sum of one thousand dollars, although often requested thereto, and now utterly neglects and refuses so to do, to the damage of these libellants the full sum of one thousand dollars.

Fifth. That all and singular the premises are true, and within the admiralty and maritime jurisdiction of this honorable court; in verification whereof, if denied, these libellants crave leave to refer to the depositions and other proofs to be by them exhibited in this cause.

Wherefore these libellants pray that process, in due form of law, according to the course of courts of admiralty, and of this honorable court in causes of admiralty and maritime jurisdiction, may issue against the said ship Martha, and her tackle, apparel, and furniture, wheresoever the same may be found; and that the said Richard Rich, and all persons having, or pretending to have, any right, title, or interest in the said ship, may be cited to appear and answer all and singular the matters so articulately propounded; and that this honorable court would be pleased to pronounce for the damages aforesaid, and to decree such other relief to the libellants as shall to law and justice appertain; and also to condemn the said ship, her tackle, apparel, and furniture, and

the said Richard Rich, and all other persons intervening for their interest in the said ship, in costs.

PETIGRU & LESESNE,
Libellants' Proctors.

JAMES ADGER.

Sworn to before me, this 6th December, 1847.

H. Y. GRAY,
District clerk.

Let a warrant of arrest issue, returnable to-morrow, the 7th of December instant, at one o'clock, p. m.

R. B. GILCHRIST, *D. J.*

6th December, 1847.

Warrant.

THE UNITED STATES OF AMERICA,
South Carolina district.

In the court of admiralty of the United States of America, for South Carolina district.

The United States of America, to Thomas D. Condy, esq., marshal of the United States, for the district aforesaid, or his lawful deputy, greeting:

You, and each of you, are hereby commanded, without delay, to arrest the ship Martha, in whose possession soever she may be found, within the jurisdiction of this said court; and to cite Richard Rich, master thereof, and all other persons whomsoever having, or pretending to have, any right, title, claim, or interest therein, to be and appear before the honorable R. B. Gilchrist, the judge of the said court, at the court-house in Charleston, on the seventh day of December instant, at one o'clock, p. m., to answer to James Adger, Robert Adger, and James R. Pringle, copartners, trading under the firm of James Adger & Co., in a certain cause of admiralty jurisdiction.

Witness, honorable R. B. Gilchrist, judge of the said court at Charleston, the sixth day of December, in the year of our Lord one [L. S.] thousand eight hundred and forty-seven, and of the sovereignty and independence of the United States of America the seventy-second year.

PETIGRU & LESESNE.
Proctor for Actor.

H. Y. GRAY, *Dist. Cl'k.*

MORTON & COURTNEY
vs.
The SHIP MARTHA.

Messrs. Petigru & Lesesne appeared, and moved for leave to file a libel in this case; ordered accordingly; and which libel, being read and filed, is in the words following, to wit:

The libel and complaint of William Rose Morton and William C. Courtney, copartners, trading under the firm of Morton & Courtney, against the ship Martha, (whereof Richard Rich is master,) her tackle, apparel, and furniture, and against the said Richard Rich, and also against all persons lawfully intervening for their interests in the said ship, in a cause of contract, civil and maritime. And thereupon the said libellants allege and articulately propound, as follows:

First. That on or about the sixth day of September, one thousand eight hundred and forty-seven, the said ship Martha being at Liverpool, in the kingdom of Great Britain, and bound on a voyage thence to Charleston, in the State of South Carolina, these libellants caused to be shipped on board of the ship Martha, whereof the said Richard Rich then was master as aforesaid, divers goods, wares, and merchandise, then in good order and condition, of great value, to wit, of the value of about six thousand three hundred dollars, as by the invoice thereof in the hands of these libellants' proctors, and ready to be produced to this honorable court whenever required, will more fully appear; to be taken care of, and safely and securely carried and conveyed, in and on board of the said ship, from Liverpool aforesaid, to Charleston aforesaid, and there safely and securely delivered in the like good order and condition to these libellants, (the dangers and accidents of the seas and navigation excepted,) they paying certain freight therefor, as by the bill of lading of the said goods, wares, and merchandise, signed by the said Richard Rich, master aforesaid, in the hands of these libellants' proctors, and ready to be produced to this honorable court whenever required, reference being thereunto had, will more fully appear.

Second. That afterwards, to wit, on or about the twenty-first day of September, one thousand eight hundred and forty-seven, the said ship Martha having on board the said goods, wares, and merchandise, set sail from Liverpool aforesaid, and on the ninth day of November, one thousand eight hundred and forty-seven, arrived at the said port of Charleston, and the said goods, wares, and merchandise were soon after delivered to these libellants.

Third. That the said goods, wares, and merchandise were not taken care of, and safely and securely carried and conveyed in the said ship, and safely and securely delivered to these libellants at the said port of Charleston, according to the tenor and effect of the said bill of lading. But, on the contrary, although no injury accrued from any dangers or accidents of the seas, or of navigation, the said goods, wares, and merchandise were so badly taken care of by the said master, and the cargo of the said ship, and particularly a quantity of salt on board thereof, was stowed so improperly, that through the neglect, fault, and mismanagement of the said master, the said goods, wares, and merchandise were greatly injured and damaged, to wit, to the amount of about three hundred and fifty dollars.

Fourth. That the said Richard Rich, master as aforesaid, has not paid these libellants any part of the said sum of three hundred and fifty

dollars, although often requested thereto, and now utterly neglects and refuses so to do, to the damage of these libellants the full sum of three hundred and fifty dollars.

Fifth. That all and singular the premises are true, and within the admiralty and maritime jurisdiction of this honorable court; in verification whereof, if denied, these libellants crave leave to refer to the depositions and other proofs to be by them exhibited in this cause.

Wherefore these libellants pray that process, in due form of law, according to the course of courts of admiralty, and of this honorable court in causes of admiralty and maritime jurisdiction, may issue against the said ship Martha, and her tackle, apparel, and furniture, wheresoever the same may be found; and that the said Richard Rich, and all persons having, or pretending to have, any right, title, or interest in the said ship, may be cited to appear and answer all and singular the matters so articulately propounded; and that this honorable court would be pleased to pronounce for the damages aforesaid, and to decree such other relief to the libellants as shall to law and justice appertain; and also to condemn the said ship, her tackle, apparel, and furniture, and the said Richard Rich, and all other persons intervening for their interest in the said ship, in costs.

PETIGRU & LESESNE,
Libellants' proctors.
W. C. COURTNEY.

Sworn to before me, this 1st December, 1847.
HENRY D. LESESNE,
Magistrate.

Let a warrant of arrest issue, returnable to-morrow, the 7th of December instant, at one o'clock, p. m.
6th December, 1847. At chambers.
R. B. GILCHRIST, *D. J.*

THE UNITED STATES OF AMERICA,
South Carolina district.

In the court of admiralty of the United States of America, for South Carolina district.

The United States of America, to the marshal of the court of admiralty for the district aforesaid, or to his lawful deputy, greeting:

You are hereby commanded, without delay, to arrest the ship Martha, in whose possession soever she may be found within the jurisdiction of this said court, and to cite Richard Rich, master thereof, and all other persons whomsoever having, or pretending to have, any right, title, claim, or interest therein, to be and appear before the honorable R. B. Gilchrist, the judge of the said court, at the court-house in Charleston, on the seventh day of December instant, at one o'clock, p. m., to answer to William R. Morton and William C. Courtney, copartners, trading under the firm of Morton & Courtney, in a certain cause of admiralty jurisdiction.

Witness honorable R. B. Gilchrist, judge of the court at Charleston, the sixth day of December, in the year of our Lord one thousand eight hundred and forty-seven, and of the sovereignty and [L. S.] independence of the United States of America the seventy-second year.

PETIGRU & LESESNE,
Proctors for Actors.
H. Y. GRAY, *District Cl'k.*

Tuesday, 7th December, 1847.

The court met, and was opened as usual. Present, his honor R. B. Gilchrist.

JAMES ADGER & Co. vs. THE SHIP MARTHA. } Libel—damage to cargo.

The marshal returned the warrant of arrest in this case as duly served.

Ordered that a monition issue, returnable on the 29th of December instant, at 12 o'clock, m., and that the publication thereof be made according to law.

MORTON & COURTNEY vs. THE SHIP MARTHA. } Libel—damage to cargo.

The marshal returned the warrant of arrest in this case, as duly served.

Ordered that a monition issue, returnable on the 29th of December instant, at 12 o'clock, m., and that the publication thereof be made according to law.

LAMBERT & BROTHER and al. vs. THE SHIP MARTHA. } Libel—damage to cargo.

The following order was made in this case—

Ordered, on motion of Petigru & Lesesne, proctors for libellants, that the libellants have leave to amend their libel by stating the supposed damage at five thousand three hundred dollars, instead of four thousand seven hundred dollars, wherever the same occurs; and that the order for leave to stipulate be also amended, so as to make the amount in which the claimant shall stipulate six thousand two hundred dollars, instead of five thousand five hundred dollars.

Monition.

THE UNITED STATES OF AMERICA,
South Carolina district.

In the court of admiralty of the United States of America, for South Carolina district.

The United States of America, to Thomas D. Condy, esq., marshal of the United States for the district aforesaid, or his lawful deputy, greeting:

You, and each of you, are hereby commanded, without delay, to

cite and admonish, and these are therefore to cite and admonish, all persons in general who have, or pretend to have, any right, title, claim, interest, property, or demand, whatsoever, in, to, or out of the ship Martha, Richard Rich, master, her tackle, apparel, and furniture, against which a libel hath [been] exhibited and filed in the said court by James Adger, Robert Adger, and James R. Pringle, copartners, trading under the firm of James Adger & Company, in a cause of admiralty and maritime jurisdiction, for damage to certain goods, wares, and merchandise, shipped by the libellants on board of said ship, that they be and appear before the honorable R. B. Gilchrist, judge of the said court, at a court to be holden at the federal court-house, on Wednesday, the twenty-ninth day of December instant, at 12 o'clock, m., to show cause, if any they have, why the prayer of the said libel should not be granted; and whatsoever you shall do in the premises, you shall duly certify unto the judge aforesaid, at the time and place aforesaid, together with these presents.

Witness the honorable R. B. Gilchrist, judge of the said court, at Charleston, the seventh day of December, in the year of our [L. S.] Lord one thousand eight hundred and forty-seven.

PE'TIGRU & LESESNE,
Libellants' proctors.
HY. Y. GRAY, *Dist. clerk.*

THE UNITED STATES OF AMERICA,
South Carolina district.

In the court of admiralty of the United States of America, for South Carolina district.

The United States of America, to Thomas D. Condy, esq., marshal of the United States for the district aforesaid, or his lawful deputy, greeting:

You, and each of you, are hereby commanded, without delay, to cite and admonish, and these are therefore to cite and admonish, all persons in general who have, or pretend to have, any right, title, claim, interest, property, or demand, whatsoever, in, to, or out of the ship Martha, Richard Rich, master, her tackle, apparel, and furniture, against which a libel hath been exhibited and filed in the said court by William R. Morton and William C. Courtney, copartners, trading under the firm of Morton & Courtney, in a cause of admiralty and maritime jurisdiction, for damage to certain goods, wares, and merchandise, shipped by the libellants on board of said ship, that they be and appear before the honorable R. B. Gilchrist, judge of the said court, at a court to be holden at the federal court-house in Charleston, on Wednesday, the twenty-ninth day of December instant, at 12 o'clock, m., to show cause, if any they have, why the prayer of the said libel should not be granted; and whatsoever you shall do in the premises, you shall duly certify unto the judge aforesaid, at the time and place aforesaid, together with these presents.

Witness the honorable R. B. Gilchrist, judge of the said court, at Charleston, the seventh day of December, in the year of our [L. S.] Lord one thousand eight hundred and forty-seven.

PETIGRU & LESESNE,
Libellants' proctors.
H. Y. GRAY, *District clerk.*

Thursday, 16th December, 1847.

The court met, and was opened as usual. Present, his honor R. B. Gilchrist.

LAMBERT & BROTHER and others
vs.
THE SHIP MARTHA.
} Libels—damage to cargo.

Present, the Hon. M. King, for libellants, and B. F. Hunt, junior, esq., for respondents.

The following witnesses were sworn and examined on the part of respondents, viz:

Captain George Barton, Captain John Gaskins, and Captain Jacob Pike.

Monday, 20th December, 1847. At chambers.

Before his honor R. B. Gilchrist.

SAMUEL N. HART
vs.
The SHIP MARTHA.

Libel—damage to cargo.

Messrs. Petigru & Lesesne appeared, and moved for leave to file a libel in this case. Ordered accordingly; and which libel, being read and filed, is in the words following, to wit:

The libel and complaint of Samuel N. Hart against the ship Martha, (whereof Richard Rich is master,) her tackle, apparel, and furniture, and against the said Richard Rich, and also against all persons lawfully intervening for their interest in the said ship, in a cause of contract civil and maritime. And thereupon the said libellant alleges and articulately propounds, as follows:

First. That on or about the sixth day of September, one thousand eight hundred and forty-seven, the said ship Martha being at Liverpool, in the kingdom of Great Britain, and bound on a voyage thence to Charleston, in the State of South Carolina, this libellant caused to be shipped on board of the said ship Martha, whereof the said Richard Rich then was master, as aforesaid, divers goods, wares, and merchandise, then in good order and condition, of great value, to wit, of the value of about four hundred and seventy-five dollars, as by the invoice thereof in the hands of this libellant's proctors, and ready to be produced to this honorable court whenever required, will more fully ap-

pear; to be taken care of, and safely and securely carried and conveyed, in and on board of the said ship, from Liverpool aforesaid to Charleston aforesaid, and there safely and securely delivered in the like good order and condition to this libellant, (the dangers and accidents of the seas and navigation excepted,) he paying certain freight therefor, as by the bill of lading of the said goods, wares, and merchandise, signed by the said Richard Rich, master aforesaid, in the hands of this libellant's proctors, and ready to be produced to this honorable court whenever required, reference being thereunto had, will more fully appear.

Second. That afterwards, to wit, on or about the twenty-first day of September, eighteen hundred and forty-seven, the said ship Martha, having on board the said goods, wares, and merchandise, set sail from Liverpool aforesaid, and on the ninth day of November, one thousand eight hundred and forty-seven, arrived at the said port of Charleston, and the said goods, wares, and merchandise were soon after delivered to this libellant.

Third. That the said goods, wares, and merchandise were not taken care of, and safely and securely carried and conveyed in the said ship, and safely and securely delivered to this libellant at the said port of Charleston, according to the tenor and effect of the said bill of lading. But, on the contrary, although no injury accrued from any dangers or accidents of the seas or of navigation, the said goods, wares, and merchandise were so badly taken care of by the said master, and the cargo of the ship, and particularly a quantity of salt on board thereof, was stowed so improperly, that through the neglect, fault, and mismanagement of the said master, the said goods, wares, and merchandise were greatly injured and damaged, to wit, to the amount of about three hundred and fifty dollars.

Fourth. That the said Richard Rich, master as aforesaid, has not paid this libellant any part of the said sum of three hundred and fifty dollars, although often requested thereto, and now utterly neglects and refuses so to do, to the damage of this libellant the full sum of three hundred and fifty dollars.

Fifth. That all and singular the premises are true, and within the admiralty and maritime jurisdiction of this honorable court; in verification whereof, if denied, this libellant craves leave to refer to the depositions and other proofs to be by him exhibited in this cause.

Wherefore, this libellant prays that process in due form of law, according to the course of courts of admiralty, and of this honorable court in causes of admiralty and maritime jurisdiction, may issue against the ship Martha, and her tackle, apparel, and furniture, wheresoever she may be found; and that the said Richard Rich, and all persons having, or pretending to have, any right, title, or interest in the said ship, may be cited to appear and answer all and singular the matters so articulately propounded; and that this honorable court would be pleased to pronounce for the damages aforesaid, and to decree such other relief to this libellant as shall to law and justice appertain; and also to condemn the said ship, her tackle, apparel, and furniture, and

the said Richard Rich, and other persons intervening for their interest in the said ship, in costs.

PETIGRU & LESESNE,
Libellant's proctors.

S. N. HART.

Sworn to before me this 20th day of December, 1847.

HENRY C. KING,
Magistrate.

Let a warrant of arrest issue, returnable to-morrow, the 21st of December instant, at 11 o'clock, a. m.

R. B. GILCHRIST, *D. J.*

20th December, 1847. At chambers.

Warrant.

THE UNITED STATES OF AMERICA,
South Carolina district.

In the court of admiralty of the United States of America, for the South Carolina district.

The United States of America, to the marshal of the court of admiralty for the district aforesaid, or to his lawful deputy, greeting:

You are hereby commanded, without delay, to arrest the ship Martha, in whose possession soever she may be found, within the jurisdiction of this said court, and to cite Richard Rich, master thereof, and all other parties whomsoever having, or pretending to have, any right, title, claim, or interest therein, to be and appear [before] the honorable R. B. Gilchrist, the judge of the said court, at the court-house in Charleston, on the 21st day of December instant, at 11 o'clock, a. m., to answer to Samuel N. Hart in a certain cause of admiralty jurisdiction.

Witness the honorable R. B. Gilchrist, judge of the said court, at Charleston, the twentieth day of December, in the year of [L. S.] our Lord one thousand eight hundred and forty-seven, and of the sovereignty and independence of the United States of America the seventy-second year.

PETIGRU & LESESNE,
Proctors for Actor.

H. Y. GRAY, *Dist. Clk.*

WATSON, JOHNSTON and als.,
vs.
THE SHIP MARTHA.

Libel—damage to cargo.

Messrs. Petigru and Lesesne appeared and moved for leave to file a libel in this case. Ordered accordingly; and which libel, being read and filed, is in the words following, to wit:

2698.

The libel and complaint of Archibald S. Johnston, A. J. Crews, and J. H. Brawley, copartners, trading under the firm of Watson, Johnston & Co., and S. Mowry, junior, and L. D. Mowry, copartners trading under the firm of S. Mowry & Son against the ship Martha, (whereof Richard Rich is master,) her tackle, apparel, and furniture, and against the said Richard Rich, and also against all persons lawfully intervening for their interest in the said ship, in a cause of contract civil and maritime. And thereupon the said libellants allege and articulately propound, as follows:

First. That on or about the sixth day of September, one thousand eight hundred and forty-seven, the said ship Martha being at Liverpool, in the kingdom of Great Britain, and bound on a voyage thence to Charleston, in the State of South Carolina, these libellants caused to be shipped on board of the said ship Martha, whereof the said Richard Rich then was master as aforesaid, divers goods, wares, and merchandise, then in good order and condition, of great value, to wit, of the value of about eight hundred and fifty dollars, as by the several invoices thereof in the hands of these libellants' proctors, and ready to be produced to this honorable court whenever required, will more fully appear; to be taken care of, and safely and securely carried and conveyed, in and on board of the said ship, from Liverpool aforesaid to Charleston aforesaid, and there safely and securely delivered in the like good order and condition to these libellants respectively, (the dangers and accidents of the seas and navigation excepted,) they paying certain freight therefor, as by the several bills of lading of the said goods, wares, and merchandise, signed by the said Richard Rich, master aforesaid, in the hands of these libellants' proctors, and ready to be produced to this honorable court whenever required, reference being thereunto had, will more fully appear.

Second. That afterwards, to wit, on or about the twenty-first day of September, one thousand eight hundred and forty seven, the said ship Martha, having on board the said goods, wares, and merchandise, set sail from Liverpool aforesaid, and on the ninth day of November, one thousand eight hundred and forty-seven, arrived at the said port of Charleston, and the said goods, wares, and merchandise were soon after delivered to these libellants.

Third. That the said goods, wares, and merchandise were not taken care of, and safely and securely carried and conveyed in the said ship, and safely and securely delivered to these libellants at the said port of Charleston, according to the tenor and effect of the said bill of lading. But, on the contrary, although no injury accrued from any dangers or accidents of the seas or of navigation, the said goods, wares, and merchandise were so badly taken care of by the said master, and the cargo of the said ship, and particularly a quantity of salt on board thereof, was stowed so improperly, that through the neglect, fault, and mismanagement of the said master, the said goods, wares, and merchandise were greatly injured and damaged, to wit, to the amount of about eight hundred dollars.

Fourth. That the said Richard Rich, master as aforesaid, has not paid these libellants any part of the said sum of eight hundred dollars, although often requested thereto, and now utterly neglects and refuses so to do, to the damage of these libellants the full sum of eight hundred dollars.

Fifth. That all and singular the premises are true, and within the admiralty and maritime jurisdiction of this honorable court; in verification whereof, if denied, these libellants crave leave to refer to the depositions and other proofs to be by them exhibited in this cause.

Wherefore these libellants pray that process in due form of law, according to the course of courts of admiralty, and of this honorable court in causes of admiralty and maritime jurisdiction, may issue against the said ship Martha, and her tackle, apparel, and furniture, wheresoever the same may be found; and that the said Richard Rich, and all persons having, or pretending to have, any right, title, or interest in the said ship, may be cited to appear and answer all and singular the matters so articulately propounded; and that this honorable court would be pleased to pronounce for the damages aforesaid, and to decree such other relief to these libellants as shall to law and justice appertain, and also to condemn the said ship, her tackle, apparel, and furniture, and the said Richard Rich, and all other persons intervening for their interests in the said ship, in costs.

PETIGRU & LESESNE,
Libellants' proctors.
LEWIS D. MOURY,
JOHN H. BRAWLEY.

Sworn to before me this 21st December, 1847.
GEO. W. EGLESTON, *Magistrate.*

Let a warrant of arrest issue, returnable to-morrow, the 21st of December instant, at 11 o'clock, a. m.

R. B. GILCHRIST, *D. J.*

December 20th, 1847, at chambers.

THE UNITED STATES OF AMERICA,
South Carolina district.

In the court of admiralty of the United States of America, for South Carolina district.

The United States of America, to the marshal of the court of admiralty for the district aforesaid, or to his lawful deputy, greeting:

You are hereby commanded, without delay, to arrest the ship Martha, in whose possession soever she may be found within the jurisdiction of this said court, and to cite Richard Rich, master thereof, and all other persons whomsoever, having, or pretending to have, any right, title, claim, or interest therein, to be and appear before the honorable R. B. Gilchrist, the judge of the said court, at the court-house in Charleston, on the 21st day of December instant, to answer to Archibald S. John-

ston, A. J. Crews, and J. H. Brawley, in a certain cause of admiralty jurisdiction.

Witness the honorable R. B. Gilchrist, judge of the court at Charleston, the twentieth day of December, in the year of our Lord one thousand eight hundred and forty-seven, and of the sovereignty and independence of the United States of America the seventy-second year.

[L. S.]

PETIGRU & LESESNE,
Proctors for Actors.
H. Y. GRAY, *Dist. clerk.*

THE UNITED STATES OF AMERICA,
South Carolina district.

On this first day of December, A. D. 1847, personally appeared before me Richard Rich, master of the ship Martha, who being duly sworn, deposeth and saith, that he is the lawful bailee thereof for Abraham Rich, Samuel Snow, and James Harris, the owners of the said ship.

RICHARD RICH.

Sworn to and subscribed before me, on the day and year above written.

R. B. GILCHRIST,
Judge of the United States for the district of South Carolina.

Claim.

UNITED STATES OF AMERICA,
District of South Carolina.

In the admiralty.

To the honorable R. B. Gilchrist, district judge for the district of South Carolina.

In the matter of the libel of Lambert & Brother and others vs. the ship Martha and Captain Richard Rich.

And now comes here into court the said Richard Rich, captain of the American ship the Martha, of Boston, now lying in the port of Charleston, South Carolina, for himself, as master aforesaid, and also for and in behalf of Abraham Rich, James Harris, and Samuel Snow of State of Maine, and the rest of Massachusetts, owners of the said ship Martha, intervening for their several and joint interests in the said ship Martha, her tackle, apparel, and furniture, now in the custody of the marshal of this honorable court, and for the protection of their several interests, claims the said ship, the Martha, her tackle, apparel, and furniture, and thereupon pray this honorable court that it would be pleased to admit your petitioner to defend all and singular the claims of the said libellants, to plead to the jurisdiction of this honorable court in the matters

contained in the said libel, and that this honorable court would be pleased to decree restitution of the same to him for the benefit of the owners thereof, and otherwise right and justice to administer in the premises.

RICHARD RICH,
For self and as lawful bailee for the owners.

Sworn to before me, this 2d December, 1847.
H. Y. GRAY, *Dist. clerk.*

DICK & CREWS
vs.
THE SHIP MARTHA. } In admiralty.

On this second day of December, 1847, personally appeared Richard Rich, master of the ship Martha, who being duly sworn deposeth and saith, that he is lawful bailee thereof for the owners, Abraham Rich, Samuel Snow, and James Harris.

RICHARD RICH.

Sworn to and subscribed in open court on the day and year above written.

H. Y. GRAY, *Dist. clerk.*

UNITED STATES OF AMERICA,
District of South Carolina.

In admiralty.

To the honorable R. B. Gilchrist, district judge for the district of South Carolina.

In the matter of the libel of Dick & Crews vs. the ship Martha and Captain Richard Rich.

And now comes here into court the said Richard Rich, captain of the American ship the Martha, of Boston, now lying in the port of Charleston, South Carolina, for himself, as master aforesaid, and also for and in behalf of Abraham Rich, James Harris, and Samuel Snow of the State of Maine, the rest of Massachusetts, owners of the said ship Martha, intervening for their several and joint interests in the said ship Martha, her tackle, apparel, and furniture, now in the custody of the marshal of this honorable court; and for the protection of their several interests, claim the said ship, the Martha, her tackle, apparel, and furniture, and thereupon prays this honorable court that it would be pleased to admit your petitioner to defend all and singular the claims of the said libellants, to plead to the jurisdiction of this honorable court in the matters contained in said libel, and that this honorable court would be pleased to decree restitution of the same to him for the benefit of the owners thereof, and otherwise right and justice to administer in the premises.

RICHARD RICH,
For self and as lawful bailee for the owners.

Sworn to before me this 2d December, 1847.

H. Y. GRAY, *Dist. clerk.*

ROOSEVELT, HYDE & CLARK,
vs.
THE SHIP MARTHA. } In admiralty.

On this second day of December, one thousand eight hundred and forty-seven, personally appeared Richard Rich, master of the ship Martha, who being duly sworn deposeth and saith, that he is lawful bailee thereof for the owners, Abraham Rich, Samuel Snow, and James Harris.

RICHARD RICH.

Sworn to and subscribed in open court on the day and year above written.

H. Y. GRAY, *Dist. clerk.*

UNITED STATES OF AMERICA,
South Carolina district.

In admiralty.

To the honorable R. B. Gilchrist, district judge, for the district of South Carolina.

In the matter of the libel of Roosevelt, Hyde and Clark, *vs.* the ship Martha and Captain Richard Rich.

Claim.

And now comes here into court the said Richard Rich, captain of the American ship the Martha, of Boston, now lying in the port of Charleston, South Carolina, for himself as master aforesaid, and also for and in behalf of Abraham Rich, James Harris, and Samuel Snow of the State of Maine, the rest of Massachusetts, owners of the said ship Martha, intervening for their interest in the said ship Martha, her tackle, apparel, and furniture, now in the custody of the marshal of this honorable court; and for the protection of their several interests claim the said ship, the Martha, her tackle, apparel, and furniture; and thereupon pray this honorable court that it would be pleased to admit your petitioner to defend all and singular the claims of the said libellants, to plead to the jurisdiction of this honorable court in the matters contained in said libel, and that this honorable court would be pleased to decree restitution of the same to him for the benefit of the owners thereof, and otherwise right and justice to administer in the premises.

RICHARD RICH,
For self and as lawful bailee for the owners.

Sworn to before me, this 2d day of Dec., 1847.

HY. GRAY, *Dist. clerk.*

In admiralty.

W. L. TIMMONS
vs.
THE SHIP MARTHA.

On this second day of December, A. D. 1847, personally appeared Richard Rich, master of the ship Martha, who being duly sworn deposeth that he is the lawful bailee thereof for the owners, Abraham Rich, Samuel Snow, and James Harris.

RICHARD RICH.

Sworn to and subscribed in open court, on the day and year above written.

H. Y. GRAY, *Dist. clerk.*

UNITED STATES OF AMERICA,
District of South Carolina.

In admiralty.

To the honorable R. B. Gilchrist, district judge for the district of South Carolina.

In the matter of the libel of William Timmons *vs.* the ship Martha and Captain Richard Rich.

And now comes here into court the said Richard Rich, captain of the American ship the Martha, of Boston, now lying in the port of Charleston, South Carolina, for himself as master aforesaid, and also for and in behalf of Abraham Rich, James Harris, and Samuel Snow of the State of Maine, the rest of Massachusetts, owners of the said ship Martha, intervening for their several and joint interests in the said ship Martha, her tackle, apparel, and furniture, now in the custody of the marshal of this honorable court; and for the protection of their several interests claim the said ship, the Martha, her tackle, apparel, and furniture; and thereupon pray this honorable court, that it would be pleased to admit your petitioner to defend all and singular the claims of the said libellants, to plead to the jurisdiction of this honorable court the matters contained in the said libel, and that this honorable court would be pleased to decree restitution of the same to him for the benefit of the owners thereof, and otherwise right and justice to administer in the premises.

RICHARD RICH,
For self and as lawful bailee for the owners.

Sworn to before me this 2d December, 1847.

HY. GRAY, *Dist. clerk.*

In admiralty.

ALEXANDER GORDON
vs.
THE SHIP MARTHA.

On this second day of December, A. D. 1847, personally appeared Richard Rich, master of the ship Martha, who being duly sworn, de-

poseth and saith, that he is lawful bailee thereof for the owners; Abraham Rich, Samuel Snow, and James Harris.

RICHARD RICH.

Sworn to and subscribed in open court, on the day and year above written.

H. Y. GRAY, *Dist. clerk.*

UNITED STATES OF AMERICA,
District of South Carolina.

In admiralty.

To the honorable R. B. Gilchrist, district judge for the district of South Carolina.

In the matter of the libel of Alexander Gordon *vs.* the ship Martha and Captain Richard Rich.

And now comes here into court the said Richard Rich, captain of the American ship the Martha, of Boston, now lying in the port of Charleston, South Carolina, for himself as master aforesaid, and in behalf of Abraham Rich, James Harris, and Samuel Snow of the State of Maine, the rest of Massachusetts, owners of the said ship Martha, intervening for their several and joint interests in the said ship Martha, her tackle, apparel, and furniture, now in the custody of the marshal of this honorable court; and for the protection of their several interests, claim the said ship the Martha, her tackle, apparel, and furniture, and thereupon pray that this honorable court would be pleased to admit your petitioner to defend all and singular the claims of the said libellant, to plead to the jurisdiction of this honorable court in the matters contained in the said libel, and this honorable court would be pleased to decree restitution of the same to him for the benefit of the owners thereof, and otherwise right and justice to administer in the premises.

RICHARD RICH,
For self and as lawful bailee for the owners.

Sworn to before me, this 2d December, 1847.

H. Y. GRAY, *Dist. clerk.*

UNITED STATES OF AMERICA,
District of South Carolina.

In admiralty.

To the honorable R B. Gilchrist, district judge for the district of South Carolina.

In the matter of the libel of James Adger & Co. *vs.* the ship Martha and Captain Richard Rich.

And now comes here into court the said Richard Rich, captain of the American ship the Martha, of Boston, now lying in the port of Charleston, South Carolina, for himself as master aforesaid, and also for and

in behalf of Abraham Rich, James Harris, and Samuel Snow of the State of Maine, the rest of Massachusetts, owners of the said ship Martha, intervening for their several and joint interests in the said ship Martha, her tackle, apparel, and furniture, now in the custody of the marshal of this honorable court; and for the protection of their several interests claim the said ship the Martha, her tackle, apparel, and furniture, and thereupon pray that this honorable court would be pleased to admit your petitioner to defend all and singular the claims of the said libellants, to plead to the jurisdiction of this honorable court in the matters contained in said libel, and this honorable court would be pleased to decree restitution of the same to him for the benefit of the owners thereof, and otherwise right and justice to administer in the premises.

RICHARD RICH,
For self and as lawful bailee for the owners.

Sworn to before me, this 14th day of December, 1847.
H. Y. GRAY, *Dist. clerk.*

UNITED STATES OF AMERICA,
District of South Carolina.

In admiralty.

To the honorable R. B. Gilchrist, district judge for the district of South Carolina.

In the matter of the libel of Morton and Courtney *vs.* the ship Martha and Captain Richard Rich.

And now comes here into court the said Richard Rich, captain of the American ship the Martha, of Boston, now lying in the port of Charleston, South Carolina, for himself as master aforesaid, and also for and in behalf of Abraham Rich, James Harris, and Samuel Snow of the State of Maine, the rest of Massachusetts, owners of the said ship Martha, intervening for their several and joint interests in the said ship Martha, her tackle, apparel, and furniture, now in the custody of the marshal of this honorable court; and for the protection of their several interests claim the said ship the Martha, her tackle, apparel, and furniture, and thereupon pray that this honorable court would be pleased to admit your petitioner to defend all and singular the claims of the said libellants, to plead to the jurisdiction of this honorable court in the matters contained in the said libel, and this honorable court would be pleased to decree restitution of the same to him for the benefit of the owners thereof, and otherwise right and justice to administer in the premises.

RICHARD RICH,
For self and as lawful bailee for the owners.

Sworn to before me, this 14th December, 1847.
H. Y. GRAY, *District clerk.*

Tuesday, 21st December, 1847.

The court met and was opened as usual. Present, his honor R. B. Gilchrist.

LAMBERT & BROTHER and others
vs.
THE SHIP MARTHA. } Libel—damage to cargo.

The marshal returned the monition issued in this case.

The court then made the following order:

The warrant of arrest issued in this case having been served, on motion of B. F. Hunt, esquire, defendants' proctor, it is ordered that Abraham Rich have leave to put in a claim to the ship Martha, for himself and James Harris, the owners thereof, upon filing a stipulation, with good and sufficient sureties, in the sum of six thousand two hundred dollars, to abide by and pay the money, and all costs and expenses which shall be awarded against the said ship Martha in this case, by the final decree of this court, or upon an appeal by the appellate court, if any appeal intervenes; and that, upon such stipulation being given, the said ship Martha be discharged from arrest in this case.

DICK & CREWS
vs.
THE SHIP MARTHA. } Libel—damage to cargo.

The marshal returned the monition issued in this case.

The court then made the following order:

The warrant of arrest issued in this case having been served, on motion of B. F. Hunt, esq'r, defendants' proctor, it is ordered that Abraham Rich have leave to put in a claim to the ship Martha, for himself and James Harris, the owners thereof, upon filing a stipulation, with good and sufficient sureties, in the sum of six hundred and fifty dollars, to abide by and pay all the money, and all costs and expenses which shall be awarded against the said ship Martha in this case, by the final decree of this court, or upon an appeal by the appellate court, if any appeal intervenes; and that, upon such stipulation being given, the said ship Martha be discharged from arrest in this case.

ALEXANDER GORDON
vs.
THE SHIP MARTHA. } Libel—damage to cargo.

The marshal returned the monition issued in this case.

The court then made the following order:

The warrant issued in this case having been served, on motion of B. F. Hunt, esquire, defendants' proctor, it is ordered that Abraham Rich have leave to put in a claim to the said ship Martha, for himself and James Harris, the owners thereof, upon filing a stipulation, with good and sufficient sureties, in the sum of nine hundred dollars, to abide by and pay all the money, and all costs and expenses which shall be

awarded against the said ship Martha in this case, by the final decree of this court, or upon an appeal by the appellate court, if any appeal intervenes; and that, upon such stipulation being given, the said ship Martha be discharged from arrest in this case.

WILLIAM L. TIMMONS
vs.
THE SHIP MARTHA. } Libel—damage to cargo.

The marshal returned the monition issued in this case.

The court then made the following order:

The warrant of arrest in this case having been served, on motion of B. F. Hunt, esquire, defendants' proctor, it is ordered that Abraham Rich have leave to put in a claim to the ship Martha, for himself and James Harris, the owners thereof, upon filing a stipulation, with good and sufficient sureties, in the sum of one thousand three hundred dollars, to abide by and pay all the money, and all costs and expenses which shall be awarded against the said ship Martha in this case, by the final decree of this court, or upon an appeal by the appellate court, if any appeal intervenes; and that, upon such stipulation being given, the said ship Martha be discharged from arrest in this case.

ROOSEVELT, HYDE & CLARK,
vs.
THE SHIP MARTHA. } Libel—damage to cargo.

The marshal returned the monition issued in this case.

The court then made the following order:

The warrant issued in this case having been served, on motion of B. F. Hunt, esquire, defendants' proctor, it is ordered that Abraham Rich have leave to put in a claim to the ship Martha, for himself and James Harris, the owners thereof, upon filing a stipulation, with good and sufficient sureties, in the sum of six hundred and forty dollars, to abide by and pay all the money, and all costs and expenses which shall be awarded against the ship Martha in this case, by the final decree of this court, or upon an appeal by the appellate court, if any appeal intervenes; and that, upon such stipulation being given, the said ship Martha be discharged from arrest in this case.

SAMUEL H. HART
vs.
THE SHIP MARTHA. } Libel—damage to cargo.

The marshal returned the warrant of arrest in this case as duly served.

Ordered that a monition issue, returnable on the 29th of December instant, at 12 o'clock, m., and that publication thereof be made according to law.

The court then made the following order:

The warrant of arrest issued in this case having been served, on motion of B. F. Hunt, esquire, defendants' proctor, it is ordered that

Abraham Rich have leave to put in a claim to the ship Martha, for himself and James Harris, the owners thereof, upon filing a stipulation, with good and sufficient sureties, in the sum of six hundred and fifty dollars, to abide by and pay all the money, and all costs and expenses which shall be awarded against the said ship Martha in this case, by the final decree of this court, or upon an appeal by the appellate court, if any appeal intervenes; and that, upon such stipulation being given, the said ship Martha be discharged from arrest in this case.

WATSON, JOHNSTON & Co., and al.,
vs.
THE SHIP MARTHA.
} Libel for damage to cargo.

The marshal returned the warrant of arrest issued in this case as duly served.

Ordered that a monition issue, returnable on the 29th of December instant, at 12 o'clock, m., and that publication thereof be made according to law.

The court then made the following order:

The warrant of arrest issued in this case having been served, on motion of B. F. Hunt, esquire, defendants' proctor, it is ordered that Abraham Rich have leave to put in a claim to the ship Martha, for himself and James Harris, the owners thereof, upon filing a stipulation, with good and sufficient sureties, in the sum of eleven hundred dollars, to abide by and pay all the money, and all costs and expenses which shall be awarded against the said ship Martha in this case, by the final decree of this court, or upon an appeal by the appellate court, if any appeal intervenes; and that, upon such stipulation being given, the said ship Martha be discharged from arrest in this case.

THE SOUTH CAROLINA RAILROAD COMPANY
vs.
THE SHIP MARTHA.
} Libel—damage to cargo.

Messrs. Peronneau and Hayne appeared in court, and moved for leave to file a libel in this case. Ordered accordingly.

Ordered that a warrant of arrest issue, returnable to-morrow, the 22d of December instant, at eleven o'clock, a. m.

MORTON & COURTNEY
vs.
THE SHIP MARTHA.
} Libel—damage to cargo.

The court made the following order in this case:

The warrant of arrest issued in this case having been served, on motion of B. F. Hunt, esquire, defendants' proctor, it is ordered that Abraham Rich have leave to put in a claim to the ship Martha, for himself and James Harris, the owners thereof, upon filing a stipulation, with good and sufficient sureties, in the sum of six hundred and fifty dollars, to abide by and pay all the money, and all costs and expenses

which shall be awarded against the said ship Martha in this case, by the final decree of this court, or upon an appeal by the appellate court, if any appeal intervenes; and that, upon such stipulation being given, the said ship Martha be discharged from arrest in this case.

JAMES ADGER & Co.
vs.
THE SHIP MARTHA. } Libel—damage to cargo.

The court made the following order in this case:

The warrant of arrest issued in this case having been served, on motion of B. F. Hunt, esquire, defendants' proctor, it is ordered that Abraham Rich have leave to put in a claim to the ship Martha, for himself and James Harris, the owners thereof, upon filing a stipulation, with good and sufficient sureties, in the sum of one thousand three hundred dollars, to abide by and pay all the money, and all costs and expenses which shall be awarded against the ship Martha in this case, by the final decree of this court, or upon an appeal by the appellate court, if any appeal intervenes; and that, upon such stipulation being given, the said ship Martha be discharged from arrest in this case.

Monition.

THE UNITED STATES OF AMERICA,
South Carolina district.

In the court of admiralty of the United States of America, for South Carolina district.

The United States of America, to Thomas D. Condy, esquire, marshal of the United States for the district aforesaid, or his lawful deputy, greeting:

You and each of you are hereby commanded, without delay, to cite and admonish, and these are therefore to cite and admonish, all persons in general, who have, or pretended to have, any right, title, claim, interest, property, or demand whatsoever, in, to, or out of the ship Martha, whereof Richard Rich now is, or late was, master, now lying in the port of Charleston, in the district aforesaid, against which a libel hath been exhibited and filed in the said court by Samuel N. Hart, for damage to goods, wares, and merchandise shipped by the said libellant on board the said ship, praying that the same may be condemned and sold for certain causes and reasons therein contained, in a certain cause of admiralty and maritime jurisdiction. That they be and appear before the honorable R. B. Gilchrist, judge of the said court, at a court, to be holden at the federal court-house, on Wednesday, the 29th day of December instant, at 12 o'clock, m., to shew cause, if any they have, why the prayer of the said libel should not be granted. And whatsoever you shall do in the premises, you shall duly certify unto the judge aforesaid, at the time and place aforesaid, together with these presents.

Witness the honorable R. B. Gilchrist, judge of the said court, at Charleston, the twenty-first day of December, in the year of our Lord one thousand eight hundred and forty-seven.
[L. S.]
PETIGRU & LESESNE, *Proctors for libellants*,
H. Y. GRAY, *District clerk*.

Monition.

THE UNITED STATES OF AMERICA,
South Carolina district.

In the court of admiralty of the United States of America, for South Carolina district.

The United States of America, to Thomas D. Condy, esquire, marshal of the United States for the district aforesaid, or his lawful deputy, greeting:

You and each of you are hereby commanded, without delay, to cite and admonish, and these are therefore to cite and admonish, all persons in general, who have, or pretend to have, any right, title, claim, interest, property, or demand whatsoever, in, to, or out of the ship Martha, whereof Richard Rich now is, or late was, master, now lying in the port of Charleston, in the district aforesaid, against which a libel hath been exhibited and filed in the said court by Archibald S. Johnston, A. J. Crews, and J. H. Brawley, copartners, trading under the firm of Watson, Johnston & Co., for damage to goods, wares, and merchandise shipped by the said libellants on board the said ship, praying that the same may be condemned and sold for certain causes and reasons therein contained, in a certain cause of admiralty and maritime jurisdiction; that they be and appear before the honorable R. B. Gilchrist, judge of the said court, at a court to be holden at the federal court-house, on Wednesday, the 29th day of December instant, at 12 o'clock, m., to shew cause, if any they have, why the prayer of the said libel should not be granted. And whatsoever you shall do in the premises, you shall duly certify unto the judge aforesaid, at the time and place aforesaid, together with these presents.

Witness the honorable R. B. Gilchrist, judge of the said court, at Charleston, the twenty-first day of December, in the year of our Lord one thousand eight hundred and forty-seven.
[L. S.]
PETIGRU & LESESNE, *Libellants' proctors*,
H. Y. GRAY, *District clerk*.

THE UNITED STATES OF AMERICA,
South Carolina district.

To the honorable R. B. Gilchrist, judge of the district court of the United States for the district of South Carolina.

The libel and complaint of the South Carolina Railroad Company against the ship Martha, (whereof Richard Rich is master,) her tackle, apparel, and furniture, and against the said Richard Rich, and also

against all persons lawfully intervening for their interests in the said ship, in a cause of contract civil and maritime; and thereupon the said libellants allege and articulately propound, as follows:

First. That on or about the tenth day of September, one thousand eight hundred and forty-seven, the ship Martha being at Liverpool, in the kingdom of Great Britain, and bound on a voyage thence to Charleston, in the State of South Carolina, these libellants caused to be shipped on board of the said ship Martha, whereof the said Richard Rich then was master as aforesaid, fifteen hundred and ninety-nine bars of railway iron, then in good order and condition, of great value, to wit, of the value of about , as by the invoice thereof in the hands of these libellants' proctors, and ready to be produced to this honorable court whenever required, will more fully appear; to be taken care of, and safely and securely carried and conveyed, in and on board of the said ship, from Liverpool aforesaid to Charleston aforesaid, and there safely and securely delivered, in the like good order and condition, to these libellants, (the dangers and accidents of the seas and navigation excepted,) they paying certain freight therefor, as by the bill of lading of the said railway iron, signed by the said Richard Rich, master aforesaid, in the hands of these libellants' proctors, and ready to be produced to this honorable court whenever required, reference being thereunto had, will more fully appear.

Second. That afterwards, to wit, on or about the twenty-first day of September, one thousand eight hundred and forty-seven, the said ship Martha, having on board the said railway iron, set sail from Liverpool aforesaid, and on the ninth day of November, one thousand eight hundred and forty-seven, arrived at the said port of Charleston, and the said railway iron was soon after delivered to these libellants.

Third. That the said railway iron was not [taken] care of, and safely and securely carried and conveyed in the said ship, and safely and securely delivered to these libellants, at the said port of Charleston, according to the tenor and effect of the said bill of lading. But, on the contrary, although no injury accrued from any dangers or accidents of the seas or of navigation, the said railway iron was so badly taken care of by the said master, and the cargo of the said ship, and particularly a quantity of salt on board thereof, was stowed so improperly, that through the neglect, fault, and mismanagement of the said master, the said railway iron was greatly injured and damaged, to wit, to the amount of about three thousand one hundred and fifty-six dollars six cents.

Fourth. That the said Richard Rich, master as aforesaid, has not paid these libellants any part of the said sum of three thousand one hundred and fifty-six dollars six cents, although often requested thereto, and now utterly neglects and refuses so to do, to the damage of these libellants the full sum of three thousand one hundred and fifty-six dollars six cents.

Fifth. That all and singular the premises are true, and within the admiralty and maritime jurisdiction of this honorable court; in verification whereof, if denied, these libellants crave leave to refer to the depositions and other proofs to be by them exhibited in this case.

2705.

Wherefore these libellants pray that process in due form of law, according to the course of courts of admiralty, and of this honorable court in causes of admiralty and maritime jurisdiction, may issue against the said ship Martha, and her tackle, apparel, and furniture, wheresoever the same may be found, and that the said Richard Rich, and all persons having, or pretending to have, any right, title, or interest in the said ship, may be cited to appear and answer all and singular the matters so articulately propounded, and that this honorable court would be pleased to pronounce for the damages aforesaid, and to decree such other relief to the libellants as shall to law and justice appertain, and also to condemn the said ship, her tackle, apparel, and furniture, and the said Richard Rich, and all other persons intervening for their interest in the said ship, in costs.

PERONNEAU & HAYNE,
Proctors for Libellants.
JAMES GADSDEN,
Prest. S. C. R. R. Co.
WM. H. BARTLESS,
Sec. S. C. R. R. Co.

Sworn to before me, this 21st December, 1847, by Wm. H. Bartless.
H. Y. GRAY, *District clerk.*

Warrant to arrest.

THE UNITED STATES OF AMERICA,
South Carolina district.

In the court of admiralty of the United States of America, for South Carolina district.

The United States of America, to the marshal of the court of admiralty for the district aforesaid, or to his lawful deputy, greeting:

You are hereby commanded, without delay, to arrest the ship Martha, in whose possession soever she may be found within the jurisdiction of this said court, and to cite Richard Rich, master, and all other persons whomsoever having, or pretending to have, any right, title, claim, or interest therein, to be and appear before the honorable R. B. Gilchrist, the judge of the said court, at the court-house in Charleston, on Wednesday, 22d instant, at 11 o'clock, a. m., to answer to the South Carolina Railroad Company, in a certain cause of admiralty jurisdiction.

Witness the honorable R. B. Gilchrist, judge of the court, at Charleston, the 21st day of December, in the year of our Lord one thousand eight hundred and forty-seven.
[L. S.]

PERONNEAU & HAYNE,
Proctors for Actors.
H. Y. GRAY, *District clerk.*

Wednesday, 22d December, 1847.

The court met, and was opened as usual. Present, his honor R. B. Gilchrist.

The South Carolina Railroad Company vs. The Ship Martha. } Libel—damage to cargo.

The marshal returned the warrant of arrest issued in this case as duly served.

Ordered that a monition issue, returnable on the 29th of December inst., at 12 o'clock, m., and that publication thereof be made according to law.

The court then made the following order:

The warrant of arrest issued in this case having been served, on motion of B. F. Hunt, esq., defendant's proctor, it is ordered that Abraham Rich have leave to put in a claim to the ship Martha, for himself and James Harris, the owners thereof, upon filing a stipulation with good and sufficient sureties in the sum of three thousand five hundred dollars, to abide by and pay all the money, and all costs and expenses, which shall be awarded against the said ship Martha in this case, by the final decree of this court, or upon an appeal by the appellate court, if any appeal intervenes, and that upon such stipulation being given, the said ship Martha be discharged from arrest in this case.

Monition.

The United States of America,
South Carolina district.

In the court of admiralty of the United States of America, for South Carolina district.

The United States of America, to Thomas D. Condy, esquire, marshal of the United States for the district aforesaid, or his lawful deputy, greeting:

You and each of you are hereby commanded, without delay, to cite and admonish, and these are therefore to cite and admonish, all persons in general who have, or pretend to have, any right, title, claim, interest, property, or demand whatsoever, in, to, or out of the American ship Martha, whereof Richard Rich now is, or late was, master, now lying in the port of Charleston, in the district aforesaid, against which a libel hath been exhibited and filed in the said court, by the South Carolina Railroad Company, for damage to railroad iron, shipped by the said libellants on board the said ship, and praying that the same may be condemned and sold for certain causes and reasons therein contained; and that they be and appear before the honorable R. B. Gilchrist, judge of the said court, at a court to be holden at the federal court-house, on Wednesday, the twenty-ninth day of December instant, at 12 o'clock, m., to show cause, if any they have, why the prayer of the said libel should not be granted; and whatsoever you shall do in the premises, you shall duly certify unto the judge aforesaid, at the time and place aforesaid, together with these presents.

Witness the honorable R. B. Gilchrist, judge of the said court, at Charleston, the twenty-second day of December, in the year [L. S.] of our Lord one thousand eight hundred and forty-seven.

PERONNEAU & HAYNE,
Libellants' proctors.

Wednesday, 29th December, 1848.

The court met and was opened as usual.
Present, his honor R. B. Gilchrist.

WATSON, JOHNSON & Co., et als.
vs.
The SHIP MARTHA. } Libel—damage to cargo.

The marshal returned the monition issued in this case.

S. N. HART
vs.
The SHIP MARTHA. } Libel—damage to cargo.

The marshal returned the monition issued in this case.

JAMES ADGER & Co.
vs.
The SHIP MARTHA. } Libel—damage to cargo.

The marshal returned the monition issued in this case.

MORTON & COURTNEY
vs.
The SHIP MARTHA. } Libel—damage to cargo.

The marshal returned the monition issued in this case.

THE SOUTH CAROLINA Railroad Company
vs.
The SHIP MARTHA. } Libel—damage to cargo.

The marshal returned the monition issued in this case.

Thursday, 6th January, 1848.

The court met and was opened as usual.
Present, his honor R. B. Gilchrist.

LAMBERT and Brother and others
vs.
The SHIP MARTHA. } Libel—damage to cargo.

Present, Messrs. Memminger, McCrady, and B. F. Hunt, jr., for the respondents, and Messrs. Petigru & Hayne, for the libellants.
Captain George S. Perry was sworn and examined.

Answer.

THE UNITED STATES OF AMERICA,
South Carolina district.

To the honorable R. B. Gilchrist, district judge of the United States for the district of South Carolina.

In the matter of the ship Martha, against which a libel has been filed in this honorable court by Charles Lambert and Robert Lambert, co-partners in trade, under the firm of Lambert & Brother; John Gravely, Nathaniel Barnwell, and James Ravenel, trading under the firm of Barnwell & Ravenel; William Adger and Joseph Adger, co-partners, trading under the firm of W. & J. E. Adger; Andrew Moffett and John Reid Moffett, co-partners, trading under the firm of Moffett & Son; and now comes here Abraham Rich, of Maine, and James Harris, of Boston, ship owners, who have filed their claims as sole owners of the ship Martha, and for answer unto the libel they allege and articulately propound, as follows:

First. That the respondents are the true and lawful owners of the said ship Martha, now lying in the port of Charleston aforesaid.

Second. That the said ship Martha was, on the 12th August, 1847, then lying in the dock at Liverpool, in the kingdom of Great Britain, was let to hire, and chartered by Richard Rich, who is impleaded with these respondents, and who was at that time master of the said ship Martha, to a firm known and styled as Focke and Bault, of said Liverpool, for a voyage from thence to Charleston; by which charter party, as will more fully appear, the said charterers agreed to pay a sum of four hundred and fifty pounds sterling, in full for the use and employment of said vessel for the entire voyage; the said sum to be collected by the same Captain Richard Rich, in Charleston, if so much was then due; and the residue, if any, to be paid by the charterers in Liverpool; the said ship to load to fifteen feet and three inches of water on even keel, or equal thereto, if required; all which will more fully appear by the said charter party, herewith filed as part and parcel of the answer of these respondents, and to which reference is craved as often as may be necessary; whereby the said ship, the Martha, during said voyage, became the property of the said charterers.

Third. That in pursuance of said charter party the charterer did, at Liverpool aforesaid, proceed to load said ship with an assorted cargo in the lower hold of said ship; and also put on board, in the between decks, sundry sacks of Liverpool salt; the said charterers, in all respects, using said ship as owners for the voyage; and these respondents aver and allege, that all the contracts of the libellants were made with the said charterers, who loaded the said ship at their pleasure.

Fourth. That at the time of the said charter and delivery of said ship, the Martha, to the said charterers, she was sound, staunch, and in every way well fitted for said voyage, and capable of safely carrying the cargo stipulated to be taken on board, the danger of the seas only excepted.

Fifth. That all the cargo so laden on board was well and securely loaded, dunnaged, and packed, according to the usage of shipping by the said captain and his officers, as directed and ordered by the said charterers; that the hatches leading from the between decks and the lower hold were well and securely closed and caulked, wholly separating the between decks from the lower hold.

Sixth. That on Tuesday, the twenty-first day of September last, they, the said captain, together with the rest of the ship's company, did sail in and with the said ship, from the port of Liverpool, laden with various kinds of merchandise, and bound to the port of Charleston; that they got to sea on the same day, and thereafter continued on in the diligent prosecution of their said voyage, meeting with variable winds and weather; making and taking in sail as occasion required, but without any thing else of importance, requiring special notice herein, taking place on board of said ship, until Thursday, the 30th of said September, which day began with light winds and squally weather; at 8, p. m., took in the topgallant sails, and double reefed the topsails; also furled the mainsail, jib, and spanker; at 11, p. m., the wind shifted suddenly to the north, and blew very heavily; close reefed the topsails, and furled the foresail; the wind was increasing to a gale, and there was a very bad sea running; the ship was rolling heavily, straining very much, and making a good deal of water; that Friday, the 1st of October, came in with light winds and thick weather, with much rain; at 6, p. m., the wind shifted to the northwest; at 7, p. m., took in the topgallant sails; at 8, tacked ship to the southwest, double reefed the topsails, furled the jib and mainsail; the wind was increasing to a gale from the north, and they took in sail as prudence required; throughout the night they had heavy gales from the north, and a very dangerous sea running, which caused the ship to labor heavily and strain very much, and made her leak very much in her upper works; this day ended with a heavy gale and a bad sea running, and breaking continually over the ship. That throughout Saturday, the 2d, they had heavy gales from the north, attended with heavy squalls and a very high sea running; the ship still laboring heavily and straining badly, and making an abundance of water; latitude by observation 42° 57 north. That Sunday, the 3d, commenced with strong gales from the north and a heavy sea; they kept off south, so as to run to the eastward of the Western islands, finding it impossible to weather them by keeping the ship by the wind; during the middle and latter parts of the day, they had strong gales attended with heavy squalls, the ship was still laboring heavily and making much water, and the pumps were regularly attended to. That during the latter part of Monday, the 4th, the weather moderated, and the day ended with light winds and fine weather, all drawing sail set to the best advantage; the ship continued to make much water since the gale of the first and second of October, and the pumps were always regularly attended. That on Friday, the 8th, throughout the night had strong gales and a heavy head sea, the ship pitching heavily. That Saturday, the 9th, began with strong gales from west-southwest

and a heavy head sea; at 7, p. m., the wind shifted to the northwest in a squall; took in sail as fast as possible; throughout the night light winds and a heavy sea; the ship laboring heavily and continuing to make much water. That during the middle and latter parts of Sunday, the 10th, it was calm with a tremendous swell of the sea from N. W., the ship laboring very heavily. That thereafter they continued to make the best of their way towards the port of their destination, meeting with variable winds and weather, and for the most part of the time encountering a heavy swell from the northward, causing the ship to labor very much and to make a good deal of water, (the pumps being always regularly and faithfully attended to,) but that nothing else of importance worthy of mention herein occurred on board of the said ship, until Tuesday, the 9th day of November last, when they took a pilot on board and arrived at the port of Charleston. And that the said ship, at the time of her departure from Liverpool as aforesaid, upon the said intended voyage, was tight, staunch, and strong, and had her hatches well and sufficiently caulked and covered; and was well and sufficiently manned, provided, and furnished with all things necessary for the said voyage; and that during the said voyage they, the said appearers and ship's company, used their utmost endeavors to preserve the said ship and the goods of her loading from damage and loss.

Seventh. That in consequence of the heavy seas, and the leakage of the ship, and the change of latitude and consequent warm weather, the water so taken into the said ship became warmed and was converted into steam, and caused a wet and damp atmosphere to pervade the lower hold of said ship, which no power, care, or diligence on the part of said master and crew could have avoided; but the same was the inevitable result of the ordinary dangers of navigation, and proceeded from the storms, winds, and waves, and not from any defect in said ship, or want of skill, care, and diligence on the part of said master and crew.

Eighth. That it is not true, as stated in third allegation of the libellant, that the goods so shipped on board said ship, the Martha, "were so badly taken care of by the master that they sustained damage, although no injury accrued from any danger of, or accident of, the seas, and particularly in relation to a quantity of salt on board of said vessel." These respondents say, that the same was shipped on the second deck by the charterers aforesaid, with whom the libellants made their contract of freight; that the weight of said part of the cargo was indispensable to steady the ship and prevent injury to the cargo in the hold; and above all, these respondents say, and are ready to maintain and prove, that all access between the deck on which said salt was stowed and the hold in which were stowed the goods of the libellants, was wholly and effectually cut off, and was independent of the cargo in the hold, and had no effect upon the same, more than if it had been stowed in a distinct ship; and the said salt was well stowed in the ordinary and customary part of the ship, and had nothing to do with any other part of the ship, according to the approved usages of other vessels trading from Liverpool to ports of the United States of America, and was or might have been well known to the libellants or their agent.

Ninth. These respondents admit that they have not paid any of the damages alleged to have been sustained by the libellants, and they utterly deny any privity with libellants, or that they made any contract with them, or are in any way liable for the way and manner or kind of merchandise put on board of the Martha for said voyage by the charterer, especially as the same was well stowed according to the usage of the trade; and they deny that any damage did accrue from any bad management, neglect, or default of the master or crew, or any defect in the ship.

Tenth. That the said alleged damage, to the extent and amount alleged did occur, these respondents do not admit, and if in any way responsible therefor, they will require the same to be fully established by competent evidence.

Eleventh. That this honorable court has not jurisdiction, and ought not to proceed to enforce the claims alleged in the libel aforesaid against the said ship, or against the respondents intervening for their interest therein.

Twelfth. That all and singular the premises are true; in verification whereof, if denied, the respondents crave leave to refer to the depositions and other proofs to be by them exhibited in this cause.

Wherefore the respondents pray that this honorable court would be pleased to pronounce against the libellants aforesaid, and to decree a restoration of the said ship to the respondents, and to condemn the libellants in costs, demurrage, and damages sustained by these respondents from the arrest and detention of their said vessel, and otherwise right and justice administer in the premises.

BENJAMIN F. HUNT & SON, *Proctors.*
ABRAHAM RICH.

Affirmed to and subscribed before me, this 4th January, 1848.
R. B. GILCHRIST, *D. J.*

Charter party.—Memorandum for charter.

LIVERPOOL, 12*th August*, 1847.

It is this day mutually agreed, between Mr. Richard Rich, master of the good ship or vessel called the Martha, of Boston, burthen per register 600 tons, or thereabouts, now lying in Liverpool, of the one part, and Focke & Boult, of Liverpool, merchants and freighters, of the other part, that the said ship being tight, staunch, and strong, well and sufficiently manned and victualled, and every way well fitted for the voyage, shall with due speed be made ready in Waterloo or Victoria dock, and there load in the customary manner, from the said freighters, or their agents, a full and complete cargo of lawful merchandise, (not exceeding what she can reasonably stow and carry over and above her cabin, and room for the crew, tackle, provisions, and furniture;) and that being so loaded, the said ship shall proceed (wind and weather permitting) on any day after the thirtieth of August, if required by the said freighters, with all due diligence to Charleston, South Carolina, and there deliver the said cargo in the customary manner, agreeably to bills

of lading, to be signed for the same by the master, and so end the voyage. (The act of God, restraints of princes and rulers, pirates, and enemies, fire and all and every the dangers and accidents of the seas and navigation of what nature or kind soever, throughout the engagement of this charter party, as well of the one party as the other, being always excepted.)

And in consideration of the let and hire of the said vessel, during the said voyage, the said freighters hereby promise and agree well and truly to pay, or cause to be paid, unto the said master, or his assigns, the sum of four hundred and fifty pounds in full, payable at the rate of four dollars and eighty cents per pound; payment whereof to become due and be made as follows, viz., the freight and primage, payable in Charleston, as per bills of lading, to the extent of, and not exceeding the sum of, four hundred and fifty pounds, to be taken in full payment thereof; but if the freight and primage, payable in Charleston, should not amount to the said sum, the deficiency to be paid in Liverpool before the said vessel leaves the port, in cash, deducting three months interest, together with demurrage at the rate of ten pounds sterling per day, day by day, as the same shall become due, for every day that the vessel may be detained by the said freighters, or by their default, beyond the time hereinafter allowed for the purposes aforesaid.

And it is further agreed between the said parties, that fourteen running days shall be allowed the said freighters (if the said vessel be not sooner despatched) for loading the said ship at Liverpool, to commence from and after the day when the said ship is entered out, at a proper berth and ready to load, and due notice thereof given to the freighters; but that, if detained by contrary winds, or other circumstances beyond the freighters' control, the vessel shall continue to receive goods, if required, without claiming demurrage, whether cleared out at the custom-house and despatched or not; and also that the vessel shall be consigned for the discharge of her inward cargo at Charleston to the agent of the said freighters, subject to the customary commission on the amount of her freight list, not exceeding the amount of charter, say 2½ per cent.

The ship to load to fifteen feet three inches of water on even keel, or equal thereto if required, the master guaranteeing that she shall carry at least tons gross weight of cargo, at that draft.

Commissions for procuring this charter, 2½ per cent.

And lastly, for the due performance of every article, matter, and thing herein contained, each of the said parties bindeth himself and themselves unto the other, in the penal sum of four hundred and fifty pounds sterling; it being understood and agreed, that for the payment of all freight, dead freight, and demurrage, the said master expressly reserves an absolute right of lien upon the cargo.

In witness whereof the said parties have hereunto set their hands the day and year first before written.

RICHARD RICH,
For self and partner.
F. BOULT, Jr.

Signed by the said Richard Rich, in the presence of Henry O'Conner; signed by the said F. Boult, jr., in the presence of Henry O'Conner.

Answer of Master.

THE UNITED STATES OF AMERICA,
South Carolina district.

In the court of admiralty.

To the honorable R. B. Gilchrist, district judge of the United States.
In the matter of the ship Martha.

And now Richard Rich, now and late master of the ship Martha, who has been impleaded with Abraham Rich and James Harris, owners of the said ship Martha, appears before this honorable court, and for himself alone as master of said ship, for answer to the libel of Lambert & Brother, and others, against the said ship, and also against the said Richard Rich, individually and personally, alleges and articulately propounds—as follows, not for the owners, but for himself:

First. That the respondent now is, and was at the time alleged in the articles of the said libel, master of the ship the Martha, then lying and being in the port of Liverpool, England.

Second. That on the 12th day of August, 1847, this respondent entered into a charter with Focke & Bault, ship brokers of Liverpool, whereby he chartered the ship Martha for a voyage from Liverpool to Charleston, in South Carolina, at the sum of (£450) four hundred and fifty pounds sterling for the voyage, and stipulated on his part to receive such lawful cargo as would load said ship to fifteen feet three inches of water on even keel if required. The amount of the freight list to become due in Charleston to the extent of (£450) four hundred and fifty pounds was to be received in Charleston, if so much was due; if not, the difference was to be paid in cash at Liverpool. Thus fully and completely letting and hiring said ship to said Focke & Bault for said voyage, according to the stipulations of said charter party, a counterpart whereof is ready to be produced as evidence, and is now in the hands of this respondent's proctors; and gave up the entire use and control of said ship to the charterers under the said charter party.

Third. That this respondent did, in all particulars of the stipulations in said charter party to be performed on his part, fully comply therewith. The said ship was staunch and sound, and in every respect well manned and equipped for the said voyage, and capable of carrying the cargo stipulated for; dangers of the seas and navigation only excepted.

Fourth. That in pursuance of their contract the said charterers of themselves procured a cargo, and the same was put on board, and well stowed and dunnaged, and packed according to the approved usage of other vessels loaded at the said port and bound on a like voyage. The dry goods and iron were stowed in the lower hold, the said Martha having a second deck, and the hatches of the lower deck were duly se-

any thing else of importance, requiring special notice herein, taking place on board of said ship, until Thursday, the 30th of said September, which day began with light winds and squally weather; at 8, p. m., took in the top-gallant sails, and double reefed the topsails, also furled the mainsail, jib, and spanker; at 11, p. m., the wind shifted suddenly to the north, and blew very heavily, close reefed the topsails and furled the foresail; the wind was increasing to a gale, and there was a very bad sea running, the ship was rolling heavily, straining very much, and making a good deal of water; that Friday, the 1st of October, came in with light winds and thick weather, with much rain; at 6, p. m., the wind shifted to the northwest; at 7, p. m. took in the top-gallant sails; at 8, tacked ship to the southwest; double reefed the topsails; furled the jib and mainsail; the wind was increasing to a gale from the north, and they took in sail as prudence required; throughout the night they had heavy gales from the north, and a very dangerous sea running, which caused the ship to labor heavily and strain very much, and made her leak very much in her upper works. This day ended with a heavy gale and a bad sea running, and breaking continually over the ship. That throughout Saturday, the second, they had heavy gales from the north, attended with heavy squalls and a very high sea running; the ship still laboring heavily and straining badly, and making an abundance of water; latitude by observation 42° 57' north. That Sunday, the 3d, commenced with strong gales from the north and a heavy sea; they kept off south, so as to run to the eastward of the western islands, finding it impossible to weather them by keeping the ship by the wind; during the middle and latter parts of the day they had strong gales, attend ed with heavy squalls. The ship was still laboring heavily and making much water, and the pumps were regularly attended to. That during the latter part of Monday, the 4th, the weather moderated, and the day ended with light winds and fine weather; all drawing sail set to the best advantage. The ship continued to make much water since the gale of the first and second of October, and the pumps were always regularly attended. That on Friday, the 8th, throughout the night, had strong gales and a heavy head sea, the ship pitching heavily. That Saturday, the 9th, began with strong gales from west-southwest, and a heavy head sea; at 7, p. m., the wind shifted to the northwest in a squall; took in sail as fast as possible; throughout the night light winds and a heavy sea; the ship laboring heavily and continuing to make much water. That during the middle and latter parts of Sunday, the 10th, it was calm, with a tremendous swell of the sea from N. W., the ship laboring very heavily. That thereafter they continued to make the best of their way towards the port of their destination, meeting with variable winds and weather, and for the most part of the time encountering a heavy swell from the northward, causing the ship to labor very much, and to make a good deal of water, (the pumps being always regularly and faithfully attended to,) but that nothing else of importance, worthy of mention herein, occurred on board of the said ship, until Tuesday, the 9th of November last, when they took a pilot on board and arrived at the port of Charleston.

And the said appearers did further severally declare, that the said ship, at the time of her departure from Liverpool as aforesaid, upon the said intended voyage, was tight, staunch, and strong, and had her hatches well and sufficiently caulked and covered, and was well and sufficiently manned, provided, and furnished with all things needful and necessary for the said voyage; and that during the said voyage they, the said appearers and ship's company, used their utmost endeavors to preserve the said ship and the goods of her loading from damage and loss. And therefore the said Richard Rich, master as aforesaid, did declare to protest, as by these presents he doth solemnly protest, against all and every person or persons whomsoever, whom it doth, shall, or may concern; and doth declare, that all and all manner of damages, losses, and detriments, whatsoever, that have happened to the said ship and the goods of her loading, or to either of them or any part thereof, by reason of the foregoing premises, are, and ought to be, borne by the merchants, freighters, or underwriters interested, or by whomsoever else it shall or may concern, (by way of average or otherwise,) the same having occurred as before mentioned, and not by or through the insufficiency of the said ship, or the neglect of him, the said master and first named appearer, his officers, or any of his mariners.

(Signed) RICHARD RICH, *Master.*
JOSEPH E. SNOW, *Chief Mate.*
DANIEL BUTLER, *Second Mate.*
CHARLES WILLIAMSON, *Mariner.*

All which matters and things were by the said appearers declared, affirmed, subscribed, and sworn to, as before is set forth, in the presence of me, the said notary; and therefore I have hereunto subscribed my name and affixed my notarial seal, being requested to testify and certify the premises. Thus done and protested at Charleston aforesaid, the day and year herein first mentioned.

[L. S.]

(Signed) WILLIAM B. HERIOT,
Notary Public.

STATE OF SOUTH CAROLINA,
City of Charleston.

I, William B. Heriot, a notary public in and for the State aforesaid, duly commissioned and sworn, do hereby certify, that the foregoing is a true copy of a certain instrument of protest, made before me, by the master of the ship Martha, of Boston, and by him and a part of his crew duly subscribed and sworn to, and on record in my office.

In witness whereof I have hereunto set my hand and notarial seal, this ninth day of December, in the year one thousand eight hundred and forty-seven.

[L. S.]

(Signed) WILLIAM B. HERIOT,
Notary Public.

Answer of owners.

THE UNITED STATES OF AMERICA,
South Carolina district.

To the honorable R. B. Gilchrist, district [judge] of the United States for the district of South Carolina.

In the matter of the ship Martha, against which a libel has been filed in this honorable court by Dick & Crews.

And now came here Abraham Rich, of Maine, and James Harris, of Boston, ship owners, who have filed their claims as sole owners of the ship Martha, and for answer unto the libel they allege and articulately propound, as follows:

First. That the respondents are the true and lawful owners of the said ship Martha, now lying in the port of Charleston aforesaid.

Second. That the said ship, the Martha, on the 12th August, 1847, then lying in the port of Liverpool, in the kingdom of Great Britain, was let to hire and chartered by Richard Rich, who is impleaded with these respondents, and who at the time was master of the said ship Martha, to a firm known and styled as Focke & Bault of said Liverpool, for a voyage from thence to Charleston, by which charter party, as will more fully appear, the charterers agreed to pay a sum of four hundred and fifty pounds sterling in full for the use and employment of said vessel for the entire voyage; the said sum to be collected by the said Captain Richard Rich in Charleston, if so much was there due; and the residue, if any, to be paid by the charterers in Liverpool. The said ship to load to fifteen feet three inches of water on even keel, or equal thereto, if required; all which will more fully appear by the said charter party, herewith filed as part and parcel of the answer of these respondents, and to which reference is craved as often as may be necessary; whereby the said ship, the Martha, during said voyage, became the property of the said charterers.

Third. That in pursuance of said charter party the charterer did, at Liverpool aforesaid, proceed to load said ship with an assorted cargo in the lower hold of said ship, and also put on board in the between decks sundry sacks of Liverpool salt, the said charterers in all respects using said ship as owners for the voyage; and these respondents aver and allege, that all the contracts of the libellants were made with the said charterers who loaded the said ship at their pleasure.

Fourth. That at the time of the said charter and delivery of said ship, the Martha, to the said charterers, she was sound, staunch, and in every way well fitted for said voyage, and capable of safely carrying the cargo stipulated to be taken on board, the dangers of the sea only excepted.

Fifth. That all the cargo, so laden on board, was well and securely loaded, dunnaged, and packed, according to the usage of shipping, by the said captain and his officers, as directed and ordered by the said charterers. That the hatches leading from the between decks and the

lower hold were well and securely closed and caulked, wholly separating the between decks from the lower hold.

Sixth. That on Tuesday, the twenty-first day of September last past, they, the said captain, together with the rest of the ship's company, did sail in and with the said ship, from the port of Liverpool, laden with various kinds of merchandise, and bound to the port of Charleston. That they got to sea on the same day, and thereafter continued on in the diligent prosecution of their said voyage, meeting with variable winds and weather, making and taking in sail as occasion required; but without any thing else of importance, requiring special notice herein, taking place on board of said ship until Thursday, the 30th of said September, which day began with light winds and squally weather. At 8, p. m., took in top-gallant sails, and double reefed the topsails; also furled the mainsail, jib, and spanker. At 11, p. m., the wind shifted suddenly to the north, and blew very heavily; close reefed the topsails and furled the foresail. The wind was increasing to a gale, and there was a very bad sea running; the ship was rolling heavily and straining very much, and making a good deal of water. That Friday, the 1st October, came in with light winds and thick weather, with much rain; at 6, p. m., the wind shifted to the northwest; at 7, p. m., took in the top-gallant sails; at 8, p. m., tacked ship to the southwest, double reefed the topsails, furled the jib and mainsail; the wind was increasing to a gale from the north, and they took in sail as prudence required. Throughout the night they had heavy gales from the north and a very dangerous sea running, which caused the ship to labor heavily and strain very much, and made her leak very much in her upper works. This day ended with a heavy gale and a bad sea running and breaking continually over the ship. Throughout Saturday, the 2d, they had heavy gales from the north, attended with heavy squalls, and a very high sea running, the ship still laboring heavily and straining badly, and making an abundance of water; latitude by observation 42° 57′ north. That Sunday, the 3d, commenced with strong gales from the north and a heavy sea, they kept off south, so as to run to the eastward of the Western islands, finding it impossible to weather them by keeping the ship by the wind; during the middle and latter parts of the day they had strong gales attended with heavy squalls. The ship was still laboring heavily and making much water, and the pumps were regularly attended to. That during the latter part of Monday, the 4th, the weather moderated, and the day ended with light winds; all drawing sail set to the best advantage. The ship continued to make much water since the gale of the first and second of October, and the pumps were always regularly attended to. That on Friday, the 8th, throughout the night, had strong gales and a heavy head sea, the ship pitching heavily. That Saturday, the 9th, began with strong gales from west-southwest, and a heavy head sea. At 7, p. m., the wind shifted to the northwest in a squall; took in sail as fast as possible; throughout the night light winds and a heavy sea, the ship laboring heavily and continuing to make much water. That during the middle and latter part

of Sunday, the 10th, it was calm, with a tremendous swell of the sea from N.W., the ship laboring very heavily. That thereafter they continued to make the best of their way towards the port of their destination, meeting with variable winds and weather, and for the most part of the time encountering a heavy swell from the northward, causing the ship to labor very much, and to make a good deal of water, the pumps being always regularly attended, and faithfully attended to; but that nothing else of importance worthy of mention herein occurred on board of the said ship until Tuesday, the 9th November last, when they took a pilot on board and arrived at the port of Charleston; and that the said ship, at the time of her departure from Liverpool aforesaid, upon the said intended voyage, was tight, staunch, and strong, and had her hatches well and sufficiently caulked and covered, and was well and sufficiently manned, provided, and furnished with all things needful and necessary for the said voyage; and that during the said voyage they, the said officers and ship's company, used their utmost endeavors to preserve the said ship and the goods of her loading from damage and loss.

Seventh. That in consequence of the heavy seas and the leakage of the ship, and the change of latitude, and consequent warm weather, the water so taken into the said ship became warm and was converted into steam, and caused a wet and damp atmosphere to pervade the lower hold of said ship, which no power, care, or diligence on the part of said master and crew could have avoided, but the same was the inevitable result of the ordinary dangers of navigation, and proceeded from the storms, winds, and waves, and not from any defect in said ship, or want of skill, care, and diligence on the part of the said master and crew.

Eighth. That it is not true, as stated in the third allegation of the libellants, that the goods so shipped on board said ship, the Martha, were so badly taken care of by the master that they sustained damage, although no injury accrued from any danger or accident of the seas; and particularly in relation to a quantity of salt on board of said vessel these respondents say, that the same was shipped on the second deck by the charterers aforesaid, with whom the libellants made the contract of freight; that the weight of said part of the cargo was indispensable to steady the ship and prevent injury to the cargo in the hold; and above all these respondents say, and are ready to maintain and prove, that all access between the decks on which said salt was stowed, and the hold in which was stowed the goods of the libellants, was wholly and effectually cut off, and was independent of the cargo in the hold, and had no effect upon the same, more than if it had been stowed in a distinct ship; and the said salt was well stowed in the ordinary and customary part of the ship, and had nothing to do with any other part of the ship, according to the approved usages of other vessels trading from Liverpool to ports of the United States of America, and was, or might have been, well known to the libellants or their agents.

Ninth. These respondents admit that they have not paid any of the

damages alleged to have been sustained by the libellants, and they utterly deny any privity with libellants, or that they made any contract with them, or are in any way liable for the way and manner or kind of merchandise put on board of the Martha for said voyage, by the charterers, especially as the same was well stowed according to the usage of the trade. And they deny that any damage did accrue from any bad management, neglect, or default of the said master or crew, or any defect in the ship.

Tenth. That the said alleged damage to the extent and amount alleged did occur these respondents do not admit, and if in any way responsible therefor, they will require the same to be fully established by competent evidence.

Eleventh. That this honorable court has not jurisdiction, and ought not to proceed to enforce the claims alleged in the libel aforesaid against the said ship, or against the respondents intervening for their interest therein.

Twelfth. That all and singular the premises are true; in verification whereof, if denied, the respondents crave leave to refer to the depositions and other proofs to be by them exhibited in this cause.

Wherefore the respondents pray that this honorable court would be pleased to pronounce against the libel aforesaid, and to decree a restoration of the said ship to the respondents, and to condemn the libellants in costs, demurrage, and damages sustained by these respondents from the arrest and detention of their said vessel, and otherwise right and justice administer in the premises.

BENJAMIN F. HUNT & SON,
Proctors.

ABRAHAM RICH.

Affirmed and subscribed before me, this 7th February, 1848.
H. Y. GRAY, *D. C.*

Answer of master.

UNITED STATES OF AMERICA,
South Carolina district.

In the court of admiralty. To the honorable R. B. Gilchrist, district judge of the United States. In the matter of the ship Martha.

And now Richard Rich, now and late master of the ship Martha, who has been impleaded with Abraham Rich and James Harris, owners of the said ship Martha, appears before this honorable court, and for himself alone, as master of said ship, for answer to the libel and complaint of Dick and Crews against the said ship, and also against the said Richard Rich, individually and personally, alleges and articulately propounds as follows—not for the owners, but for himself:

First. That the respondent now is, and was at the times alleged in the articles of the said libel, master of the ship the Martha, then lying and being in the port of Liverpool, England.

Second. That on the 12th of August, 1847, this respondent entered into a charter with Focke & Bault, ship brokers of Liverpool, whereby he chartered the ship Martha for a voyage from Liverpool to Charleston, in South Carolina, at the sum of £450, four hundred and fifty pounds sterling, for the voyage, and stipulated on his part to receive such lawful cargo as would load said ship to fifteen feet three inches of water on even keel, if required. The amount of the freight list to become due in Charleston to the extent of £450, four hundred and fifty pounds, was to be received in Charleston, if so much was due, if not, the difference was to be paid in cash at Liverpool; thus fully and completely letting and hiring said ship to said Focke & Bault for said voyage, according to the stipulations of said charter party, a counterpart whereof is ready to be produced as evidence, and is now in the hands of this respondent's proctors. And gave up the entire use and control of said ship to the charterers under said charter party.

Third. That this respondent did, in all particulars of the stipulations in said charter party to be performed on his part, fully comply therewith. The said ship was staunch and strong, and in every respect well manned and equipped for the said voyage, and capable of carrying the cargo stipulated for; dangers of the sea and navigation only excepted.

Fourth. That in pursuance of their contract the said charterers, of themselves, procured a cargo, and the same was put on board, and well stowed, dunnaged, and packed, according to the approved usage of other vessels loaded at the said port, and bound on a like voyage. The dry goods and iron were stowed in the lower hold, the said Martha having a second deck; and the hatches of the lower deck were duly secured, fastened, and caulked, so as fully and effectually to prevent all and every access to said hold.

Fifth. That it was indispensable to the safety of the navigation of said ship that a sufficient weight, between decks, should be placed there to prevent the said ship from rolling and laboring in the course of navigation; and the said charterers, of their own will, and by and under their own orders, caused a cargo of Liverpool salt, in good dry bags, to be stowed, part forward and part aft of the main hatch, where it was duly dunnaged and placed on mats, in a skilful and seamanlike manner, and according to the usage and custom of vessels at that port.

Sixth. That said salt was safely carried to Charleston, and there delivered in perfect order, without any melting, weeping, or wasting, or injury to the sacks, and when removed from the between decks, where it was stowed, the dunnage, mats, and decks were in good order, and not a vestige of water proceeding from said salt was visible. And to so much of the libel as states that the said salt was so badly or unskilfully stowed as to cause damage to the cargo in the lower hold, this respondent directly and peremptorily denies that the same is true, and claims that due proof, if insisted upon, should be made thereof according to the course of the court; and this respondent avers, from his own personal knowledge, that said salt was stowed so as to be entirely inde-

pendent of the cargo in the lower hold, and had no communication with it, and did not injure and affect it, and was stowed in a right and proper place, and according to the usage in like cases.

Seventh. That pursuant to his charter this respondent set sail from Liverpool with his vessel and cargo in good order, and shortly after met with tempestuous weather, which caused his ship to labor hard and leak so as to require severe labor at the pumps, and during all this time officers and crew used their best efforts to free her; all which will more fully and at large appear, by the protest of this respondent and his officers, duly extended according to usage, and to which due reference is craved as part of this answer, and which is filed as part and parcel thereof.

Eighth. That the said dangers of the seas caused a dampness and wet in the hold, which did not extend to the salt between decks; and the great change of temperature caused by passing from a high northern latitude to the south caused a steam in the hold, which produced all the damage which did accrue, which was slight and inconsiderable; and the said libellants received their said goods, and have had the same in the sole custody and possession and control ever since.

Ninth. That if any damage at all accrued to the cargo the same must have been inconsiderable and slight, from the fact that the free use of the pumps prevented the water made by stress of weather from covering the cargo, and the spray and steam only got to the cargo. And if any attempt is made to charge this respondent personally with such damage, he will require the same to be fully proved.

Tenth. That respondent avers, that in the loading, stowing, navigating, and conducting the said ship Martha during her said voyage, he conducted himself in a seamanlike manner; and that the damage alleged by the libellants to have happened to any part of the cargo was caused by stress of weather and the damages of navigation, according to the exception in the bill of lading, and not from any imperfection, want of skill, care, or diligence of this respondent, as in the said libel is falsely alleged and pleaded.

Eleventh. That all and singular the premises are true; in verification whereof, if denied, this respondent craves leave to refer to the depositions and other proofs to be by him exhibited in the cause.

Twelfth. That the subject matter of the said libel is not within the jurisdiction of this honorable court.

Wherefore this respondent prays that this honorable court would please to pronounce against the libel aforesaid, and to condemn the libellants in costs, and otherwise right and justice to administer in the premises.

BENJAMIN F. HUNT & SON,
Proctors for respondents.

RICHARD RICH.

Sworn to before me, 7th February, 1848.

H. Y. GRAY, *D. Clerk.*

THE UNITED STATES OF AMERICA,
South Carolina district.

To the honorable R. B. Gilchrist, district judge of the United States for the district of South Carolina.

In the matter of the ship Martha, against which a libel has been filed in this honorable court by Roosevelt, Hyde & Clark.

And now comes here Abraham Rich, of Maine, and James Harris, of Boston, ship owners, who have filed their claims as sole owners of the ship Martha, and for answer unto the libel they allege and articulately propound, as follows:

First. That the respondents are the true and lawful owners of the said ship Martha, now lying in the port of Charleston aforesaid.

Second. That the said ship, the Martha, on the 12th of August, 1847, then lying in the dock at Liverpool, in the kingdom of Great Britain, was let to hire and chartered by Richard Rich, who is impleaded with these respondents, and who was at the time master of the said ship Martha, to a firm known and styled as Focke & Bault, of said Liverpool, for a voyage from thence to Charleston, by which charter party, as will more fully appear, the said charterers agreed to pay a sum of four hundred and fifty pounds sterling in full for the use and employment of said vessel for the entire voyage; the said sum to be collected by the said Captain Richard Rich in Charleston, if so much was there due; and the residue, if any, to be paid by the charterers in Liverpool; the said ship to load to fifteen feet and three inches of water on even keel, or equal thereto, if required; all which will more fully appear by the said charter party herewith filed as part and parcel of the answer of these respondents, and to which reference is craved as often as may be necessary; whereby the said ship, the Martha, during her said voyage, became the property of the said charterers.

Third. That in pursuance of said charter party the charterer did, at Liverpool aforesaid, proceed to load ship with an assorted cargo in the lower hold of said ship, and also put on board, in the between decks, sundry sacks of Liverpool salt; the said charterers in all respects using said ship as owners for the voyage. And these respondents aver and allege, that all the contracts of the libellants were made with the said charterers, who loaded the said ship at their pleasure.

Fourth. That at the time of the said charter and delivery of said ship, the Martha, to the said charterers, she was sound, staunch, and every way well fitted for said voyage, and capable of safely carrying the cargo stipulated to be taken on board, the dangers of the seas only excepted.

Fifth. That all the cargo so laden on board was well and securely loaded, dunnaged, and packed, according to the usage of shipping, by the said captain and his officers, as directed and ordered by the said charterers. That the hatches leading from the between decks and the lower hold were well and securely closed and caulked, wholly separating the between decks from the lower hold.

Sixth. That on Tuesday, the twenty-first day of September last past, they, the said captain, together with the rest of the ship's company, did sail in and with the said ship, from the port of Liverpool, laden with various kinds of merchandise, and bound to the port of Charleston. That they got to sea on the same day, and thereafter continued on in the diligent prosecution of their said voyage, meeting with variable winds and weather, making and taking in sail as occasion required; but without any thing else of importance, requiring special notice herein, taking place on board of said ship until Thursday, the 30th of said September, which day began with light winds and squally weather. At 8, p. m., took in top-gallant sails, and double reefed the topsails; also furled the mainsail, jib, and spanker. At 11, p. m., the wind shifted suddenly to the north, and blew very heavily. Close reefed the topsails and furled the foresail. The wind was increasing to a gale, and there was a very bad sea running. The ship was rolling heavily, straining very much, and making a good deal of water. That Friday, the 1st of October, came in with light winds and thick weather, with much rain. At 6, p. m., the wind shifted to the northwest. At 7, p. m., took in top-gallant sails. At 8, tacked ship to the southwest; double reefed the topsails, furled the jib and mainsail; the wind was increasing to a gale from the north, and they took in sail as prudence required. Throughout the night they had heavy gales from the north, and a very dangerous sea running, which caused the ship to labor heavily and strain very much, and made her leak very much in her upper works. This day ended with a heavy gale, and a bad sea running and breaking continually over the ship. That throughout Saturday, the 2d, they had heavy gales from the north, attended with heavy squalls, and a very high sea running; the ship still laboring heavily, and straining badly, and making an abundance of water. Latitude, by observation, 42° 57′ north. That Sunday, the 3d, commenced with strong gales from the north and a heavy sea. They kept off south so as to run to the eastward of the Western islands, finding it impossible to weather them by keeping the ship by the wind. During the middle and latter parts of the day they had strong gales, attended with heavy squalls; the ship was still laboring heavily and making much water, and the pumps were regularly attended to. That during the latter part of Monday, the 4th, the weather moderated, and the day ended with light winds and fine weather; all drawing sail set to best advantage. The ship continued to make much water since the gale of the first and second of October, and the pumps were always regularly attended to. That on Friday, the 8th, throughout the night had strong gales and a heavy head sea, the ship pitching heavily. That Saturday, the 9th, began with strong gales from west-southwest, and a heavy head sea. At 7, p. m., the wind shifted to the northwest, in a squall; took in sail as fast as possible; throughout the night light winds and a heavy sea, the ship laboring heavily, and continuing to make much water. That during the middle and latter parts of Sunday, the 10th, it was calm, with a

tremendous swell of the sea from N.W.; the ship laboring very heavily. That thereafter they continued to make the best of their way towards the port of their destination, meeting with variable winds and weather, and for the most part of the time encountering a heavy swell from the northward, causing the ship to labor very much, and to make a good deal of water—the pumps being always regularly attended, and faithfully attended to. But that nothing else of importance, worthy of mention herein, occurred on board of the said ship until Tuesday, the 9th of November last, when they took a pilot on board and arrived at the port of Charleston. And that the said ship, at the time of her departure from Liverpool as aforesaid, upon the said intended voyage, was tight, staunch, and strong, and had her hatches well and sufficiently caulked and covered, and was well and sufficiently manned, provided, and furnished with all things needful and necessary for the said voyage. And that during the said voyage they, the said officers and ship's company, used their utmost endeavors to preserve the said ship, and the goods of her loading, from damage and loss.

Seventh. That in consequence of the heavy seas, and the leakage of the ship, and the change of latitude, and consequent warm weather, the water so taken into the said ship became warm and was converted into steam, and caused a wet and damp atmosphere to pervade the lower hold of said ship, which no power, care, or diligence on the part of said master and crew could have avoided, but the same result was the inevitable result of the ordinary dangers of navigation, and proceeded from the storms, winds, and waves, and not from any defect in said ship, or want of skill, care, and diligence on the part of the said master and crew.

Eighth. That it is not true, as stated in third allegation of the libellants, that the goods so shipped on board said ship, the Martha, were so badly taken care of by the master that they sustained damage, although no injury accrued from any danger of, or accident of, the seas. And particularly in relation to a quantity of salt on board of said vessel these respondents say, that the same was shipped on the second deck by the charterers aforesaid, with whom the libellants made their contract of freight; that the weight of said part of the cargo was indispensable to steady the ship and prevent injury to the cargo in the hold. And above all, these respondents say, and are ready to maintain and prove, that all access between the decks on which said salt was stowed, and the hold in which was stowed the goods of the libellants, was wholly and effectually cut off, and was independent of the cargo in the hold, and had no effect upon the same, more than if it had been stowed in a distinct ship; and the said salt was well stowed in the ordinary and customary part of the ship, and had nothing to do with any other part of the ship, according to the approved usages of other vessels trading from Liverpool to ports of the United States of America, and was, or might have been, well known to the libellants or their agents.

Ninth. These respondents admit that they have not paid any of the damages alleged to have been sustained by the libellants, and they

utterly deny any privity with libellants, or that they made any contract with them, or are in any way liable for the way and manner or kind of merchandise put on board of the Martha for said voyage by the charterers, especially as the same was well stowed, according to the usage of the trade; and they deny that damage did accrue from any bad management, neglect, or default of the master or crew, or any defect in the ship.

Tenth. That the said alleged damage, to the extent and amount alleged, did occur, these respondents do not admit, and if in any way responsible therefor, they will require the same to be fully established by competent evidence.

Eleventh. That this honorable court has not jurisdiction, and ought not to proceed to enforce the claims alleged in the libel aforesaid against the said ship, or against the respondents intervening for their interests therein.

Twelfth. That all and singular the premises are true; in verification whereof, if denied, these respondents crave leave to refer to the depositions and other proofs to be by them exhibited in this cause.

Wherefore the respondents pray, that this honorable court would be pleased to pronounce against the libel aforesaid, and to decree a restoration of the said ship to the respondents, and to condemn the libellants in costs, demurrage, and damages sustained by these respondents from the arrest and detention of the said vessel, and otherwise right and justice to administer in the premises.

BENJAMIN F. HUNT & SON,
AB'M RICH, *Proctors.*

Affirmed and subscribed before me, this 7th February, 1848.
H. Y. GRAY, *D. C.*

Answer of Master.

UNITED STATES OF AMERICA,
South Carolina district.

In the court of admiralty. To the honorable R. B. Gilchrist, district judge of the United States. In the matter of the ship Martha.

And now Richard Rich, now and late master of the ship Martha, who has been impleaded with Abraham Rich and James Harris, owners of the said ship Martha, appears before this honorable court, and for himself alone, as master of said ship, for answer to the libel and complaint of Roosevelt, Hyde & Clark, against the said ship, and also against the said Richard Rich, individually and personally, alleges and articulately propounds as follows—not for the owners, but for himself:

First. That this respondent now is, and was at the time alleged in the articles of the said libel, master of the ship Martha, then lying and being in the port of Liverpool, England.

Second. That on the 12th day of August, 1847, this respondent entered into a charter with Focke & Bault, ship brokers of Liverpool, whereby he chartered the ship Martha for a voyage from Liverpool to

Charleston, in South Carolina, at the sum of (£450,) four hundred and fifty pounds sterling, for the voyage, and stipulated, on his part, to receive such lawful cargo as would load said ship to fifteen feet three inches of water on even keel, if required. The amount of the freight list to become due in Charleston to the extent of (£450,) four hundred and fifty pounds, was to be received in Charleston, if so much was due, if not, the difference was to be paid in cash at Liverpool. Thus fully and completely letting and hiring said ship to said Focke & Bault for said voyage, according to the stipulations of said charter party. A counterpart whereof is ready to be produced as evidence, and is now in the hands of this respondent's proctors; and gave up the entire use and control of said ship, to the charterers under said charter party.

Third. That this respondent did, in all particulars of the stipulations in said charter party to be performed on his part, fully comply therewith. The said ship was staunch and sound, and in every respect well manned and equipped for the said voyage, and capable of carrying the cargo stipulated for; dangers of the seas and navigation only excepted.

Fourth. That in pursuance of their contract the said charterers, of themselves, procured a cargo, and the same was put on board, and well stowed, dunnaged, and packed, according to the approved usage of other vessels loaded at the said port, and bound on a like voyage. The dry goods and iron were stowed in the lower hold, the Martha having a second deck; and the hatches of the lower deck were duly secured, fastened, and caulked, so as fully and effectually to prevent all and every access to said hold.

Fifth. That it was indispensable to the safety of the navigation of said ship that a sufficient weight between decks should be placed there, to prevent the said ship from rolling and laboring in the cause of navigation. And the said charterers, of their own will, and by and under their own orders, caused a cargo of Liverpool salt, in good dry bags, to be stowed, part forward and part aft of the main hatch, where it was duly dunnaged, and placed on mats in a skilful and seamanlike manner, and according to the usage and custom of vessels at that port.

Sixth. That said salt was safely carried to Charleston, and there delivered in perfect order, without any melting, weeping, or wasting, or injury to the sacks. And when removed from the between decks where it was stowed, the dunnage, mats, and decks were in good order, and not a vestige of water, proceeding from said salt, was visible; and to so much of the libel as states that the said salt was so badly or unskilfully stowed as to cause damage to the cargo in the lower hold, this respondent directly and peremptorily denies that the same is true, and claims that due proof, if insisted upon, should be made thereof according to the course of the court. And this respondent avers from his own personal knowledge, that said salt was stowed so as to be entirely independent of the cargo of the lower hold, and had no communication with it, and did not injure and affect it, and was stowed in a right and proper place, and according to the usage in like cases.

Seventh. That pursuant to his charter this respondent set sail from Liverpool with his vessel and cargo in good order, and shortly after met with tempestuous weather, which caused his ship to labor hard, and leak so as to require severe labor at the pumps, and during all this time officers and crew used their best efforts to free her. All which will more fully and at large appear, by the protest of this respondent and his officers, duly extended according to usage, and to which due reference is craved as part of this answer, and which is filed as part and parcel thereof.

Eighth. That the said dangers of the seas caused a dampness and wet in the hold, which did not extend to the salt between decks; and the great change of temperature caused by passing from a high northern latitude to the south caused a steam in the hold, which produced all the damage which did accrue, which was slight and inconsiderable; and the said libellants received their said goods, and have had the same in the sole custody and control ever since.

Ninth. That if any damage at all accrued to the cargo, the same must have been inconsiderable and slight, from the fact that the free use of the pumps prevented the water made by stress of weather from covering the cargo, and the spray and steam only got to the cargo; and if any attempt is made to charge this respondent personally with such damage, he will require the same to be fully proved.

Tenth. This respondent avers that in the loading, stowing, navigating, and conducting the said ship Martha, during her said voyage, he conducted himself in a seamanlike manner, and that the damage alleged by the libellants to have happened to any part of the cargo was caused by stress of weather and the dangers of navigation, according to the exception in the bill of lading, and not from any imperfection, want of skill, care, or diligence of this respondent, as in the said libel is falsely alleged and pleaded.

Eleventh. That all and singular the premises are true; in verification whereof, if denied, the respondent craves leave to refer to the depositions and other proofs to be by him exhibited in the cause.

Twelfth. That the subject matter of the said libel is not within the jurisdiction of this honorable court.

Wherefore this respondent prays that this honorable court would please to pronounce against the libel aforesaid, and to condemn the libellants in cost; and otherwise right and justice to administer in the premises.

BENJAMIN F. HUNT & SON,
Proctors for respondents.

RICHARD RICH.

Sworn to before me, this 7th February, 1848.

H. Y. GRAY, *D. C.*

Answer of owners.

THE UNITED STATES OF AMERICA,
South Carolina district.

To the honorable R. B. Gilchrist, district judge of the United States, for the district of South Carolina, in the matter of the ship Martha, against which a libel has been filed in this honorable court by William L. Timmons.

And now came here Abraham Rich, of Maine, and James Harris, of Boston, ship owners, who have filed their claims as sole owners of the ship Martha; and, for answer unto the libel, they allege and articulately propound, as follows:

First. That the respondents are the true and lawful owners of the said ship Martha, now lying in the port of Charleston aforesaid.

Second. That the said ship, the Martha, on the 12th of August, 1847, then lying in the dock at Liverpool, in the kingdom of Great Britain, was let to hire and chartered by Richard Rich, who is impleaded with these respondents, and who was at the time master of the said ship Martha, to a firm known and styled as Focke & Bault, of said Liverpool, for a voyage from thence to Charleston; by which charter party, as will more fully appear, the said charterers agreed to pay a sum of four hundred and fifty pounds sterling in full for the use and employment of said vessel for the entire voyage; the said sum to be collected by the said Captain Richard Rich, in Charleston, if so much was there due, and the residue, if any, to be paid by the charterers in Liverpool; the said ship to load to fifteen feet and three inches of water on even keel, or equal thereto, if required. All which will more fully appear by the said charter party, herewith filed as part and parcel of the answer of these respondents, and to which reference is craved as often as may be necessary; whereby the said ship, the Martha, during said voyage, became the property of the said charterers.

Third. That, in pursuance of said charter party, the charterers did, at Liverpool aforesaid, proceed to load said ship with an assorted cargo in the lower hold of said ship, and also put on board, in the between decks, sundry sacks of Liverpool salt; the said charterers in all respects using said ship as owners for the voyage. And these respondents aver and allege that all the contracts of the libellants were made with the said charterers, who loaded the said ship at their pleasure.

Fourth. That at the time of the said charter and delivery of said ship, the Martha, to the said charterers, she was sound, staunch, and in every way well fitted for said voyage, and capable of safely carrying the cargo stipulated to be taken on board, the dangers of the seas only excepted.

Fifth. That all the cargo so laden on board was well and securely loaded, dunnaged, and packed, according to the usage of shipping, by the said captain and his officers, as directed and ordered by the said charterers. That the hatches leading from the between decks and the

lower hold were well and securely closed and caulked, wholly separating the between decks from the lower hold.

Sixth. That on Tuesday, the twenty-first day of September last, they, the said captain, together with the rest of the ship's company, did sail, in and with the said ship, from the port of Liverpool laden with various kinds of merchandise, and bound to the port of Charleston. That they got to sea on the same day, and thereafter continued on in the diligent prosecution of their said voyage, meeting with variable winds and weather, making and taking in sail as occasion required, but without any thing else of importance, requiring special notice herein, taking place on board of said ship, until Thursday, the 30th of said September, which day began with light winds and squally weather. At 8, p. m., took in the top-gallant sails and double reefed the topsails; also furled the mainsail, jib, and spanker. At 11, p. m., the wind shifted suddenly to the north, and blew very heavily; close reefed the topsails and furled the foresail; the wind was increasing to a gale, and there was a very bad sea running; the ship was rolling heavily, straining very much, and making a good deal of water. That Friday, the 1st of October, came in with light winds and thick weather, with much rain. At 6, p. m., the wind shifted to the northwest; at 7, p. m., took in top-gallant sails; at 8, tacked ship to the southwest, double reefed the topsails, furled the jib and mainsail; the wind was increasing to a gale from the north, and they took in sail as prudence required. Throughout the night they had heavy gales from the north, and a very dangerous sea running, which caused the ship to labor heavily and strain very much, and made her leak very much in her upper works. This day ended with a heavy gale, and a bad sea running and breaking continually over the ship. That throughout Saturday, the 2d, they had heavy gales from the north, attended with heavy squalls and a very high sea running; the ship still laboring heavily and straining badly, and making an abundance of water; latitude by observation 42° 57′ north. That Sunday, the 3d, commenced with strong gales from the north and a heavy sea. They kept off south, so as to run to the eastward of the Western islands, finding it impossible to weather them by keeping the ship by the wind; during the middle and latter parts of the day they had strong gales, attended with heavy squalls. The ship was still laboring heavily and making much water, and the pumps were regularly attended to. That, during the latter part of Monday, the 4th, the weather moderated, and the day ended with light winds and fine weather; all drawing sail set to the best advantage. The ship continued to make much water since the gale of the first and second of October, and the pumps were always regularly attended to. That on Friday, the 8th, throughout the night had strong gales and a heavy head sea, the ship pitching heavily. That Saturday, the ninth, began with strong gales from west-southwest, and a heavy head sea; at 7, p. m., the wind shifted to the northwest in a squall; took in sail as fast as possible; throughout the night light winds and a heavy sea, the ship laboring heavily and continuing to make much water. That, during

the middle and latter parts of Sunday, the tenth, it was calm, with a tremendous swell of the sea from N. W., the ship laboring very heavily. That thereafter they continued to make the best of their way towards the port of their destination, meeting with variable winds and weather, and for the most part of the time encountering a heavy swell from the northward, causing the ship to labor very much, and to make a good deal of water; (the pumps being always regularly attended, and faithfully attended to;) but that nothing else of importance, worthy of mention herein, occurred on board of the said ship until Tuesday, the 9th of November last, when they took a pilot on board and arrived at the port of Charleston; and that the said ship, at the time of her departure from Liverpool aforesaid upon the said intended voyage, was tight, staunch, and strong, and had her hatches well and sufficiently caulked and covered, and was well and sufficiently manned, provided, and furnished with all things needful and necessary for the said voyage; and that, during the said voyage, they, the said officers and ship's company, used their utmost endeavors to preserve the said ship and the goods of her loading from damage and loss.

Seventh. That, in consequence of the heavy seas and the leakage of the ship, and the change of latitude and consequent warm weather, the water so taken into the said ship became warm and was converted into steam, and caused a wet and damp atmosphere to pervade the lower hold of said ship, which no power, care, or diligence on the part of said master and crew could have avoided; but the same was the inevitable result of the ordinary dangers of navigation, and proceeded from the storms, winds, and waves, and not from any defect in said ship, or want of skill, care, and diligence on the part of the said master and crew.

Eighth. That it is not true, as stated in the third allegation of the libellant, that the goods so shipped on board said ship, the Martha, were so badly taken care of by the master that they sustained damage, although no injury accrued from any danger of, or accident of, the seas. And particularly in relation to a quantity of salt on board of said vessel, these respondents say, that the same was shipped on the second deck by the charterers aforesaid, with whom the libellant made his contract of freight; that the weight of said part of the cargo was indispensable to steady the ship and prevent injury to the cargo in the hold. And above all these respondents say, and are ready to maintain and prove, that all access between the decks on which said salt was stowed, and the hold in which was stowed the goods of the libellants, was wholly and effectually cut off, and was independent of the cargo in the hold, and had no effect upon the same more than if it had been stowed in a distinct ship; and the said salt was well stowed in the ordinary and customary part of the ship, and had nothing to do with any other part of the ship, according to the approved usages of other vessels trading from Liverpool to ports of the United States of America, and was or might have been well known to the libellant or his agent.

Ninth. These respondents admit that they have not paid any of the

damages alleged to have been sustained by the libellant; and they utterly deny any privity with libellant, or that they made any contract with him, or are, in any way, liable for the way and manner or kind of merchandise put on board of the Martha, for said voyage, by the charterers, especially as the same was well stowed, according to the usage of the trade. And they deny that any damage did accrue from any bad management, neglect, or default of the master or crew, or any defect in the ship.

Tenth. That the said alleged damage, to the extent and amount alleged, did occur these respondents do not admit; and if in any way responsible therefor, they will require the same to be fully established by competent evidence.

Eleventh. That this honorable court has not jurisdiction, and ought not to proceed to enforce the claims alleged in the libel aforesaid against the said ship, or against the respondents intervening for their interest therein.

Twelfth. That all and singular the premises are true; in verification whereof, if denied, the respondents crave leave to refer to the depositions and other proofs to be by them exhibited in this cause.

Wherefore the respondents pray that this honorable court would be pleased to pronounce against the libel aforesaid, and to decree a restoration of the said ship to the respondents, and to condemn the libellant in cost, demurrage, and damages, sustained by these respondents from the arrest and detention of their said vessel, and otherwise right and justice to administer in the premises.

BENJ. F. HUNT & SON, *Proctors.*
ABRAHAM RICH.

Affirmed and subscribed before me, this 7th February, 1848.
H. Y. GRAY, *D. C.*

Answer of master.

UNITED STATES OF AMERICA,
South Carolina district.

In the court of admiralty.

To the honorable R. B. Gilchrist, district judge of the United States.
In the matter of the ship Martha.

And now Richard Rich, now and late master of the ship Martha, who has been impleaded with Abraham Rich and James Harris, owners of the said ship Martha, appears before this honorable court, and for himself alone, as master of said ship, for answer to the libel and complaint of William L. Timmons against the said ship, and also against the said Richard Rich, individually and personally, alleges and articulately propounds as follows—not for the owners, but for himself:

First. That the respondent now is, and was at the times alleged in the articles of the said libel, master of the ship, the Martha, then lying and being in the port of Liverpool, England.

Second. That on the 12th of August, 1847, this respondent entered into a charter with Focke & Bault, ship brokers, of Liverpool, whereby he chartered the ship Martha for a voyage from Liverpool to Charleston in South Carolina, at the sum of (£450) four hundred and fifty pounds sterling, for the voyage, and stipulated on his part to receive such lawful cargo as would load said ship to fifteen feet three inches of water on even keel, if required; the amount of the freight-list to become due in Charleston, to the extent of (£450) four hundred and fifty pounds, was to be received in Charleston, if so much was due; if not, the difference was to be paid in cash at Liverpool; thus fully and completely letting and hiring the said ship to said Focke & Bault, for said voyage, according to the stipulations of said charter party, a counterpart whereof is ready to be produced as evidence, and is now in the hands of this respondent's proctors; and gave up the entire use and control of said ship to the charterers under said charter party.

Third. That this respondent did, in all particulars of the stipulations in said charter party to be performed on his part, fully comply therewith. The said ship was staunch and sound, and in every respect well manned and equipped for the said voyage, and capable of carrying the cargo stipulated for; dangers of the seas and navigation only excepted.

Fourth. That in pursuance of their contract the said charterers, of themselves, procured a cargo, and the same was put on board, and well stowed, dunnaged, and packed, according to the approved usage of other vessels loaded at the said port and bound on a like voyage. The dry goods and iron were stowed in the lower hold, the said Martha having a second deck, and the hatches of the lower deck were duly secured, fastened, and caulked, so as fully and effectually to prevent all and every access to said hold.

Fifth. That it was indispensable to the safety of the navigation of said ship that a sufficient weight between decks should be placed there to prevent the said ship from rolling and laboring in the course of navigation.

And the said charterers of their own will, and by and under their own order, caused a cargo of Liverpool salt, in good dry bags, to be stowed part forward and part aft of the main hatch, where it was duly dunnaged and placed on mats, in a skilful and seamanlike manner, and according to the usage and custom of vessels at that port.

Sixth. That said salt was safely carried to Charleston, and there delivered in perfect order, without any melting, weeping, or wasting, or injury to the sacks; and when removed from the between decks, where it was stowed, the dunnage, mats, and decks were in good order, and not a vestige of water proceeding from said salt was visible. And to so much of the libel as states that the said salt was so badly or unskilfully stowed as to cause damage to the cargo in the lower hold, this respondent directly and peremptorily denies that the same is true, and claims that due proof, if insisted upon, should be made thereof, according to the course of the court; and this respondent avers from his own personal knowledge, that said salt was stowed so as to [be] entirely indepen-

dent of the cargo in the lower hold, and had no communication with it, and did not injure and affect it, and was stowed in a right and proper place, and according to the usage in like cases.

Seventh. That, pursuant to his charter, this respondent set sail from Liverpool with his vessel and cargo in good order, and shortly after, met with tempestuous weather, which caused his ship to labor hard and leak so as to require severe labor at the pumps, and during all this time officers and crew used their best efforts to free her; all which will more fully and at large appear by the protest of this respondent and his officers, duly extended according to usage, and to which due reference is craved as part of this answer, and which is filed as part and parcel thereof.

Eighth. That the said dangers of the seas caused a dampness and wet in the hold which did not extend to the salt between decks; and the great change of temperature, caused by passing from a high northern latitude to the south, caused a steam in the hold which produced all the damage which did accrue, which was slight and inconsiderable; and the said libellants received their said goods, and have had the same in their sole custody and control ever since.

Ninth. That if any damage at all accrued to the cargo, the same must have been inconsiderable and slight, from the fact that the free use of the pumps prevented the water, made by stress of weather, from covering the cargo, and the spray and steam only got to the cargo; and if any attempt is made to charge this respondent, personally, with such damage, he will require the same to be fully proved.

Tenth. This respondent avers that in the loading, stowing, navigating, and conducting the said ship Martha during her said voyage he conducted himself in a seamanlike manner, and that the damage alleged by the libellants to have happened to any part of the cargo was caused by stress of weather and the dangers of navigation, according to the exception in the bill of lading, and not from any imperfection, want of skill, care, or diligence of this respondent, as in the said libel is falsely alleged and pleaded.

Eleventh. That all and singular the premises are true; in verification whereof, if denied, this respondent craves leave to refer to the depositions and other proofs to be by him exhibited in the cause.

Twelfth. That the subject matter of the said libel is not within the jurisdiction of this honorable court.

Wherefore this respondent prays that this honorable court would be pleased to pronounce against the libel aforesaid, and to condemn the libellants in cost, and otherwise right and justice to administer in the premises.

BENJAMIN F. HUNT & SON,
Proctors for respondent.
RICHARD RICH.

Sworn to before me, 7th February, 1848.
H. Y. GRAY, *District clerk.*

UNITED STATES OF AMERICA,
South Carolina district.

Answer of owners.

To the honorable R. B. Gilchrist, district judge of the United States for the district of South Carolina. In the matter of the ship Martha, against which a libel has been filed in this honorable court by Alexander Gordon.

And now came here Abraham Rich, of Maine, and James Harris, of Boston, ship owners, who have filed their claims as sole owners of the ship Martha, and for answer unto the libel they allege and articulately propound, as follows:

First. That the respondents are the true and lawful owners of the said ship Martha, now lying in the port of Charleston, aforesaid.

Second. That the said ship, the Martha, on the 12th of August, 1847, then lying in the dock at Liverpool, in the kingdom of Great Britain, was let to hire and chartered by Richard Rich, who is impleaded with these respondents, and who was at the time master of the said ship Martha, to a firm known and styled as Focke & Bault, of said Liverpool, for a voyage from thence to Charleston, by which charter party, as will more fully appear, the said charterers agreed to pay a sum of four hundred and fifty pounds sterling, in full for the use and employment of said vessel for the entire voyage; the said sum to be collected by the said Captain Richard Rich in Charleston, if so much was there due, and the residue, if any, to be paid by the charterers in Liverpool; the said ship to load to fifteen feet and three inches of water on even keel, or equal thereto, if required; all which will more fully appear by the said charter party herewith filed as part and parcel of the answer of these respondents, and to which reference is craved as often as may be necessary; whereby the said ship Martha, during said voyage, became the property of the said charterers.

Third. That in pursuance of said charter party the charterers did, at Liverpool aforesaid, proceed to load said ship with an assorted cargo in the lower hold of said ship, and also put on board, in the between decks, sundry sacks of Liverpool salt, the said charterers in all respects using said ship as owners for the said voyage; and these respondents aver and allege, that all the contracts of the libellants were made with the said charterers, who loaded the said ship at their pleasure.

Fourth. That at the time of the said charter and delivery of said ship, the Martha, to the said charterers, she was sound, staunch, and in every way well fitted for said voyage, and capable of carrying safely the cargo stipulated to be taken on board, the dangers of the seas only excepted.

Fifth. That all the cargo so laden on board was well and securely loaded, dunnaged, and packed, according to the usage of shipping, by the said captain and his officers, as directed and ordered by the said charterers; that the hatches leading from the between decks and the lower hold were well and securely closed and caulked, wholly separating the between decks from the lower hold.

Sixth. That on Tuesday, the twenty-first day of September last past, they, the said captain, together with the rest of the ship's company, did sail, in and with the said ship, from the port of Liverpool, laden with various kinds of merchandise, and bound to the port of Charleston; that they got to sea on the same day, and thereafter continued on in the diligent prosecution of their said voyage, meeting with variable winds and weather, making and taking in sail as occasion required; but without any thing else of importance, requiring special notice herein, taking place on board of said ship until Thursday, the 30th of said September, which day began with light winds and squally weather; at 8, p. m., took in top-gallant sails and double reefed the topsails; also furled the mainsail, jib, and spanker; at 11, p. m., the wind shifted suddenly to the north and blew very heavily, close reefed the topsails and furled the foresail; the wind was increasing to a gale, and there was a very bad sea running; the ship was rolling heavily, straining very much, and making a good deal of water. That Friday, the 1st of October, came in with light winds and thick weather, with much rain. At 6, p. m., the wind shifted to the northwest; at 7, p. m., took in the top-gallant sails; at 8, tacked ship to the southwest, double reefed the topsails, furled the jib and mainsail; the wind was increasing to a gale from the north, and they took in sail as prudence required. Throughout the night they had heavy gales from the north, and a very dangerous sea running, which caused the ship to labor heavily and strain very much, and made her leak very much in her upper works. This day ended with a heavy gale, and a bad sea running and breaking continually over the ship. That throughout Saturday, the second, they had heavy gales from the north, attended with heavy squalls, and a very high sea running; the ship still laboring heavily and straining badly, and making an abundance of water; latitude, by observation, 42° 57′ north. That Sunday, the third, commenced with strong gales from the north, and a heavy sea. They kept off south so as to run to the eastward of the Western islands, finding it impossible to weather them by keeping the ship by the wind; during the middle and latter parts of the day they had strong gales attended with heavy squalls; the ship was still laboring heavily and making much water, and the pumps were regularly attended to. That during the latter part of Monday, the 4th, the weather moderated, and the day ended with light winds and fine weather; all drawing sail set to the best advantage; the ship continued to make much water since the gales of the first and second of October, and the pumps were always regularly attended to. That on Friday, the 8th, throughout the night had strong gales and a heavy head sea; the ship pitched heavily. That Saturday, the ninth, began with strong gales from west-southwest, and a heavy head sea; at 7, p. m., the wind shifted to the northwest in a squall; took in sail as fast as possible; throughout the night light winds and heavy sea; the ship laboring heavily and continuing to make much water. That during the middle and latter part of Sunday, the 10th, it was calm, with a tremendous swell of the sea from N. W.; the ship laboring

very heavily. That thereafter they continued to make the best of their way towards the port of their destination, meeting with variable winds and weather, and for the most part of the time encountering a heavy swell from the northward, causing the ship to labor very much, and to make a good deal of water, (the pumps being always regularly attended, and faithfully attended to;) but that nothing else of importance worthy of mention herein occurred on board of the said ship, until Tuesday, the 9th of November last, when they took a pilot on board, and arrived at the port of Charleston. And that the said ship, at the time of her departure from Liverpool as aforesaid, upon the said intended voyage, was tight, staunch, and strong, and had her hatches well and sufficiently caulked and covered, and was well and sufficiently manned, provided, and furnished with all things needful and necessary for the said voyage; and that during the said voyage they, the said officers and ship's company, used their utmost endeavors to preserve the said ship and the goods of her loading from damage and loss.

Seventh. That in consequence of the heavy seas, and the leakage of the ship, and the change of latitude, and consequent warm weather, the water so taken into the said ship became warm, and was converted into steam, and caused a wet and damp atmosphere to pervade the lower hold of said ship, which no power, care, or diligence on the part of said master and crew could have avoided, but the same was the inevitable result of the ordinary dangers of navigation, and proceeded from the storms, winds, and waves, and not from any defect in said ship, or want of skill, care, and diligence on the part of the said master and crew.

Eighth. That it is not true, as stated in the third allegation of the libellants, that the goods so shipped on board said ship, the Martha, were so badly taken care of by the master that they sustained damage, although no injury accrued from any danger of, or accident of, the seas; and particularly in relation to a quantity of salt on board of said vessel these respondents say, that the same was shipped on the second deck by the charterers aforesaid, with whom the libellant made his contract of freight. That the weight of said part of the cargo was indispensable to steady the ship, and prevent injury to the cargo in the hold; and above all, these respondents say, and are ready to maintain and prove, that all access between the decks on which said salt was stowed, and the hold in which was stowed the goods of the libellant, was wholly and effectually cut off, and was independent of the cargo in the hold, and had no effect upon the same, more than if it had been stowed in a distinct ship; and the said salt was well stowed in the ordinary and customary part of the ship, and had nothing to do with any other part of the ship, according to the approved usages of other vessels trading from Liverpool to ports of the United States of America; and was, or might have been, well known to the libellant or his agents.

Ninth. These respondents admit, that they have not paid any of the damages alleged to have been sustained by the libellants, and they utterly deny any privity with libellant, or that they made any contract

with him, or are in any way liable for the way and manner or kind of merchandise put on board of the Martha for said voyage by the charterers, especially as the same was well stowed according to the usage of the trade; and they deny that any damage did accrue from any bad management, neglect, or default of the master or crew, or any defect in the ship.

Tenth. That the said alleged damage, to the extent and amount alleged, did occur, these respondents do not admit; and if in any way responsible therefor, they will require the same to be fully established by competent evidence.

Eleventh. That this honorable court has not jurisdiction, and ought not to proceed to enforce the claims alleged in the libel aforesaid against the said ship, or against the respondents intervening for their interest therein.

Twelfth. That all and singular the premises are true; in verification whereof, if denied, the respondents crave leave to refer to the depositions and other proofs to be by them exhibited in this cause.

Wherefore these respondents pray that this honorable court would be pleased to pronounce against the libel aforesaid, and to decree a restitution of the said ship to the respondents, and to condemn the libellant in cost, demurrage, and damages sustained by these respondents from the arrest and detention of their said vessels, and otherwise right and justice administer in the premises.

BENJAMIN F. HUNT & SON,
Proctors.

ABRM. RICH.

Affirmed and subscribed before me, this 7th February, 1848.
H. Y. GRAY, *D. C.*

Answer of Captain.

UNITED STATES OF AMERICA,
South Carolina district.

In the court of admiralty.

To the honorable R. B. Gilchrist, district judge of the United States.

In the matter of the ship Martha.

And now Richard Rich, now and late master of the ship Martha, who has been impleaded with Abraham Rich and James Harris, owners of the said ship Martha, appears before this honorable court, and for himself alone, as master of said ship, for answer to the libel and complaint of Alexander Gordon against the said ship, and also against the said Richard Rich individually and personally, alleges and articulately propounds, as follows—not for the owners, but for himself:

First. That the respondent now is, and was at the times alleged in the articles of the said libel, master of the ship, the Martha, then lying and being in the port of Liverpool, England.

Second. That on the 12th of August, 1847, this respondent entered into a charter with Focke & Bault, ship brokers, of Liverpool, whereby he chartered the ship Martha, for a voyage from Liverpool to Charleston in South Carolina, at the sum of (£450) four hundred and fifty pounds sterling for the voyage, and stipulated on his part to receive such lawful cargo as would load said ship to fifteen feet three inches of water on even keel, if required; the amount of the freight list to become due in Charleston to the extent of £450, four hundred and fifty pounds, was to be received in Charleston, if so much was due; if not, the difference was to be paid in cash at Liverpool; thus fully and completely letting and hiring said ship to said Focke & Bault for said voyage, according to the stipulations of said charter party; a counterpart whereof is ready to be produced as evidence, and is now in the hands of this respondent's proctors; and gave up the entire use and control of said ship to the charterers under said charter party.

Third. That this respondent did, in all particulars of the stipulations in said charter party to be performed on his part, fully comply therewith; the said ship was staunch and sound, and in every respect well manned and equipped for the said voyage, and capable of carrying the cargo stipulated for; dangers of the seas and navigation only excepted.

Fourth. That in pursuance of their said contract the said charterers of themselves procured a cargo, and the same was put on board, and well stowed, dunnaged, and packed, according to the approved usage of other vessels loaded at the said port, and bound on a like voyage; the dry goods and iron were stowed in the lower hold, the said Martha having a second deck, and the hatches of the lower deck were duly secured, fastened, and caulked, so as to fully and effectually prevent all and every access to said hold.

Fifth. That it was indispensable to the safety of the navigation of said ship that a sufficient weight between decks should be placed there to prevent the said ship from rolling and laboring in the course of navigation; and the said charterers, of their own will, and by and under their own orders, caused a cargo of Liverpool salt, in good dry bags, to be stowed, part forward and part aft of the main hatch, where it was duly dunnaged and placed on mats in a skilful and seamanlike manner, and according to the usage and custom of vessels at that port.

Sixth. That said salt was safely carried to Charleston, and there delivered in perfect order, without any melting, weeping, or washing, or injury to the sacks; and when removed from the between decks, where it was stowed, the dunnage, mats, and decks were in good order, and not a vestige of water proceeding from said salt was visible; and to so much of the libel as states that the said salt was so badly or unskilfully stowed as to cause damage to the cargo in the lower hold, this respondent directly and peremptorily denies that the same is true, and claims that due proof, if insisted upon, should be made thereof, according to the course of the court. And this respondent avers, from his own personal knowledge, that the said salt was stowed so as to be entirely independent of the cargo in the lower hold, and had no communication with it,

and did not injure and affect it, and was stowed in a right and proper place, and according to the usage in like cases.

Seventh. That pursuant to his charter this respondent set sail from Liverpool, with his vessel and cargo in good order, and shortly after met with tempestuous weather, which caused his ship to labor hard and leak, so as to require severe labor at the pumps, and during all this time officers and crew used their best efforts to free her; all which will more fully and at large appear by the protest of this respondent and his officers, duly extended according to usage, and to which due reference is craved as part of this answer, and which is filed as part and parcel thereof.

Eighth. That the said dangers of the seas caused a dampness and wet in the hold, which did not extend to the salt between decks; and the great change of temperature caused by passing from a high northern latitude to the south, caused a steam in the hold which produced all the damage which did accrue, which was slight and inconsiderable; and the said libellant received his said goods, and has had the same in the sole custody and control ever since.

Ninth. That if any damage at all accrued to the cargo, the same must have been inconsiderable and slight, from the fact that the free use of the pumps prevented the water made by stress of weather from covering the cargo, and the spray and steam only got to the cargo; and if any attempt is made to charge this respondent personally with such damage, he will require the same to be fully proved.

Tenth. This respondent avers, that in the loading, stowing, navigating, and conducting the said ship Martha during her said voyage, he conducted himself in a seamanlike manner, and that the damage alleged to have happened, by the libellant, to any part of the cargo was caused by stress of weather and the dangers of navigation, according to the exception in the bill of lading, and not from any imperfection, want of skill, care, or diligence of this respondent, as in the said libel is falsely alleged and pleaded.

Eleventh. That all and singular the premises are true; in verification whereof, if denied, the respondent craves leave to refer to the depositions and other proofs to be by him exhibited in the cause.

Twelfth. That the subject matter of the said libel is not within the jurisdiction of this honorable court.

Wherefore this respondent prays, that this honorable court would please to pronounce against the libel aforesaid, and to condemn the libellant in cost, and otherwise right and justice to administer in the premises.

BENJAMIN F. HUNT & SON,
Proctors for respondent.

RICHARD RICH.

Sworn to before me, this 7th February, 1848.

H. Y. GRAY, *D. C.*

Answer of owners.

UNITED STATES OF AMERICA.
South Carolina district.

To the honorable R. B. Gilchrist, district judge of the United States for the district of South Carolina.

In the matter of the ship Martha, against which a libel has been filed in this honorable court by James Adger & Company.

And now came here Abraham Rich, of Maine, and James Harris, of Boston, ship owners, who have filed their claims as sole owners of the ship Martha, and for answer to the libel they allege and articulately propound, as follows:

First. That the respondents are the true and lawful owners of the said ship Martha, now lying in the port of Charleston aforesaid.

Second. That the said ship, the Martha, on the 12th August, 1847, then lying in the dock at Liverpool, in the kingdom of Great Britain, was let to hire and chartered by Richard Rich, who is impleaded with these respondents, and who was at the time master of the said ship Martha, to a firm known and styled as Focke & Bault, of said Liverpool, for a voyage from thence to Charleston, by which charter party, as will more fully appear, the said charterers agreed to pay a sum of four hundred and fifty pounds sterling, in full for the use and employment of said vessel for the entire voyage; the said sum to be collected by the said Captain Richard Rich in Charleston, if so much was there due; and the residue, if any, to be paid by the charterers in Liverpool; the said ship to load to fifteen feet and three inches of water on even keel, or equal thereto, if required; all which will more fully appear by the said charter party, herewith filed as part and parcel of the answer of these respondents, and to which reference is craved as often as may be necessary; whereby the said ship, the Martha, during said voyage, became the property of the said charterers.

Third. That in pursuance of said charter party the charterers did, at Liverpool aforesaid, proceed to load said ship with an assorted cargo in the lower hold of said ship; and also put on board, in the between decks, sundry sacks of Liverpool salt, the said charterers in all respects using said ship as owners for the voyage; and these respondents aver and allege that all the contracts of the libellants were made with the said charterers, who loaded the said ship at their pleasure.

Fourth. That at the time of the said charter party and delivery of said ship, the Martha, to the said charterers, she was sound, staunch, and in every way well fitted for said voyage, and capable of safely carrying the cargo stipulated to be taken on board; the dangers of the seas only excepted.

Fifth. That all the cargo, so laden on board, was well and securely loaded, dunnaged, and packed according to the usage of shipping, by the said captain and his officers, as directed and ordered by the said charterers; that the hatches leading from the between decks and the lower hold

were well and securely closed and caulked, wholly separating the between decks from the lower hold.

Sixth. That on Tuesday, the twenty-first day of September last past, they, the said captain, together with the rest of the ship's company, did sail in and with the said ship, from the port of Liverpool, laden with various kinds of merchandise, and bound to the port of Charleston; that they got to sea on the same day, and thereafter continued on in the diligent prosecution of their said voyage, meeting with variable winds and weather, making and taking in sail as occasion required; but without any thing else of importance, requiring special notice herein, taking place on board of said ship, until Thursday, the 30th of said September, which day began with light winds and squally weather; at 8, p. m., took in topgallant sails, and double reefed the topsails also furled the mainsail, jib, and spanker; at 11, p. m., the wind shifted suddenly to the north, and blew heavily; close reefed the topsails and furled the foresail; the wind was increasing to a gale, and there was a very bad sea running; the ship was rolling heavily, straining very much, and making a good deal of water.

That Friday, the 1st of October, came in with light winds and thick weather, with much rain; at 6, p. m., the wind shifted to the northwest; at 7, p. m., took in the top-gallant sails; at 8, tacked ship to the southwest, double reefed the topsails, furled the jib and mainsail; the wind was increasing to a gale from the north, and they took in sail as prudence required; throughout the night they had heavy gales from the north, and a very dangerous sea running, which caused the ship to labor heavily and strain very much, and made her leak very much in her upper works; this day ended with a heavy gale, and a bad sea running, and breaking continually over the ship. That throughout Saturday, the 2d, they had heavy gales from the north, attended with heavy squalls and a very high sea running, the ship still laboring heavily and straining badly, and making an abundance of water; latitude, by observation, 42° 57′ north. That Sunday, the 3d, commenced with strong gales from the north and a heavy sea; they kept off south so as to run to the eastward of the Western islands, finding it impossible to weather them by keeping the ship by the wind; during the middle and latter parts of the day they had strong gales, attended with heavy squalls; the ship was still laboring heavily and making much water, and the pumps were regularly attended to. That during the latter part of Monday, the 4th, the weather moderated, and the day ended with light winds and fine weather; all drawing sail set to the best advantage. The ship continued to make much water since the gale of the first and second of October, and the pumps were always regularly attended to. That on Friday, the 8th, throughout the night had strong gales and a heavy head sea, the ship pitching heavily. That Saturday, the ninth began with strong gales from west-southwest, and a heavy head sea; at 7, p. m., the wind shifted to the northwest in a squall; took in sail as fast as possible; throughout the night light winds and a heavy sea, the ship laboring heavily and continuing to make much water. That

during the middle and latter part of Sunday, the tenth, it was calm, with a tremendous swell of the sea from N. W., the ship laboring very heavily. That thereafter they continued to make the best of their way towards the port of their destination, meeting with variable winds and weather, and for the most part of the time encountering a heavy swell from the northward, causing the ship to labor very much, and to make a good deal of water, (the pumps being always regularly attended to, and faithfully attended;) that nothing else of importance, worthy of mention herein, occurred on board of the said ship, until Tuesday, the 9th of November last, when they took a pilot on board, and arrived at the port of Charleston. And that the said ship, at the time of her departure from Liverpool as aforesaid, upon the said intended voyage, was tight, staunch and strong, and had her hatches well and sufficiently caulked and covered; and was well and sufficiently manned, provided and furnished with all things needful and necessary for the said voyage; and that during the said voyage they, the said officers and ship's company, used their utmost endeavors to preserve the said ship, and the goods of her loading, from damage and loss.

Seventh. That in consequence of the heavy seas, and the leakage of the ship, and the change of latitude, and consequent warm weather, the water so taken into the said ship became warm, and was converted into steam, and caused a wet and damp atmosphere to pervade the lower hold of the said ship, which no power, care, or diligence, on the part of the said master and crew, could have avoided, but the same was the inevitable result of the ordinary dangers of navigation, and proceeded from the storms, winds, and waves, and not from any defect in said ship, or want of skill, care, and diligence on the part of the said master and crew.

Eighth. That it is not true, as stated in third allegation of the libellants, that the goods so shipped on board said ship, the Martha, were so badly taken care of by the master that they sustained damage, although no injury accrued from any danger or accident of the seas; and particularly in relation to a quantity of salt on board of said vessel these respondents say, that the same was shipped on the second deck by the charterers aforesaid, with whom the libellants made their contract of freight. That the weight of said part of the cargo was indispensable to steady the ship, and prevent injury to the cargo in the hold. And above all, these respondents say, and are ready to maintain and prove, that all access between the decks on which said salt was stowed, and the hold in which was stowed the goods of the libellants, was wholly and effectually cut off, and was independent of the cargo in the hold, and had no effect upon the same, more than if it had been stowed in a distinct ship; and the said salt was well stowed in the ordinary and customary part of the ship, and had nothing to do with any other part of the ship, according to the approved usages of other vessels trading from Liverpool to ports of the United States of America, and was, or might have been, well known to the libellants or their agents.

Ninth. These respondents admit that they have not paid any of the damages alleged to have been sustained by the libellants, and they utterly deny any privity with libellants, or that they made any contract with them, or are in any way liable for the way and manner or kind of merchandise put on board of the Martha for said voyage by the charterers, especially as the same was well stowed according to the usage of the trade; and they deny that any damage did accrue from any bad management, neglect, or default of the master or crew, or any defect in the ship.

Tenth. That the said alleged damage, to the extent and amount alleged, did occur, these respondents do not admit; and if in any way responsible therefor, they will require the same to be fully established by competent evidence.

Eleventh. That this honorable court has not jurisdiction, and ought not to proceed to enforce the claims alleged in the libel aforesaid, against the said ship, or against the respondents intervening for their interest therein.

Twelfth. That all and singular the premises are true; in verification whereof, if denied, the respondents crave leave to refer to the depositions and other proofs to be by them exhibited in this cause.

Wherefore the respondents pray that the honorable court would be pleased to pronounce against the libel aforesaid, and to decree a restoration of the said ship to the respondents, and to condemn the libellants in cost, demurrage, and damages sustained by these respondents from the arrest and detention of their said vessel, and otherwise right and justice administer in the premises.

BENJAMIN F. HUNT & SON,
Proctors.

AB'M RICH.

Affirmed and subscribed before me, this 7th February, 1848.
H. Y. GRAY, *D. C.*

Answer of master.

UNITED STATES OF AMERICA,
South Carolina district.

In the court of admiralty.

To the honorable R. B. Gilchrist, district judge of the United States.
In the matter of the ship Martha.

And now Richard Rich, now and late master of the ship Martha, who has been impleaded with Abraham Rich and James Harris, owners of the said ship Martha, appears before this honorable court, and for himself alone, as master of said ship, for answer to the libel and complaint of James Adger & Co., against the said ship Martha, and also against the said Richard Rich, individually and personally, alleges and articulately propounds, as follows—not for the owners, but for himself:

First. That the respondent now is, and was at the times alleged in the articles of said libel, master of the ship the Martha, then lying and being in the port of Liverpool, England.

Second. That on the 12th of August, 1847, this respondent entered into a charter with Focke & Bault, ship brokers of Liverpool, whereby he chartered the ship Martha for a voyage from Liverpool to Charleston, in South Carolina, at the sum of (£450) four hundred and fifty pounds sterling for the voyage, and stipulated on his part to receive such lawful cargo as would load said ship to fifteen feet three inches of water on even keel, if required. The amount of the freight list to become due in Charleston to the extent of (£450) four hundred and fifty pounds, was to be received in Charleston if so much was due, if not the difference was to be paid in cash at Liverpool. Thus fully and completely letting and hiring said ship to said Fock & Bault for said voyage, according to the stipulations of said charter party. A counterpart whereof is ready to be produced as evidence, and is now in the hands of this respondent's proctors. And gave up the entire use and control of said ship to the charterers under said charter party.

Third. That this respondent did, in all particulars of the stipulation in said charter party to be performed on his part, fully comply therewith. The said ship was staunch and sound, and in every respect well manned and equipped for the said voyage, and capable of carrying the cargo stipulated for; dangers of the seas and navigation only excepted.

Fourth. That in pursuance of their contract the said charterers of themselves procured a cargo, and the same was put on board and well stowed, dunnaged and packed, according to the approved usage of other vessels loaded at the said port, and bound on a like voyage. The dry goods and iron were stowed in the lower hold, the said Martha having a second deck; and the hatches of the lower deck were duly secured, fastened, and caulked, so as fully and effectually to prevent all and every access to said hold.

Fifth. That it was indispensable to the safety of the navigation of the said ship that a sufficient weight between decks should be placed there to prevent the said ship from rolling and laboring in the course of navigation, and the said charterers of their own will, and by and under their own orders, caused a cargo of Liverpool salt, in good dry bags, to be stowed part forward and part aft of the main hatch, where it was duly dunnaged and placed on mats in a skilful and seamanlike manner, and according to the usage and custom of vessels at that port.

Sixth. That said salt was safely carried to Charleston, and there delivered in perfect order, without any melting, weeping, or wasting, or injury to the sacks. And when removed from the between decks, where it was stowed, the dunnage, mats, and decks were in good order, and not a vestige of water proceeding from said salt was visible. And to so much of the libel as states that the said salt was so badly or unskilfully stowed as to cause damage to the cargo in the lower hold, this respondent directly and peremptorily denies that the same is true, and claims that due proof, if insisted upon, should be made thereof,

according to the course of the court; and this respondent avers, from his own personal knowledge, that the said salt was stowed so as to be entirely independent of the cargo in the lower hold, and had no communication with it, and did not injure and affect it, and was stowed in a right and proper place according to the usage in like cases.

Seventh. That pursuant to his charter this respondent set sail from Liverpool with his vessel and cargo in good order. And shortly after met with tempestuous weather, which caused his ship to labor hard and leak, so as to require severe labor at the pumps, and during all this time officers and crew used their best efforts to free her. All which will more fully and at large appear by the protest of this respondent and his officers, duly extended according to usage, and to which due reference is craved, as part of this answer, and which is filed as part and parcel thereof.

Eighth. That the said dangers of the seas caused a dampness and wet in the hold, which did not extend to the salt between decks; and the great change of temperature, caused by passing from a high northern latitude to the south, caused a steam in the hold, which produced all the damage which did accrue, which was slight and inconsiderable; and the said libellants received their said goods, and have had the same in the sole custody and control ever since.

Ninth. That if any damage at all accrued to the cargo, the same must have been inconsiderable and slight, from the fact that the free use of the pumps prevented the water made by stress of weather from covering the cargo, and the spray and steam only got to the cargo. And if any attempt is made to charge this respondent personally with such damage, he will require the same to be fully proved.

Tenth. This respondent avers, that in the loading, stowing, navigating, and conducting the said ship Martha, during her said voyage, he conducted himself in a seamanlike manner, and that the damage alleged by the libellants to have happened to any part of the cargo was caused by stress of weather, and the dangers of navigation, according to the exception in the bill of lading, and not from any imperfection, want of skill, care, or diligence of this respondent, as in the said libel is falsely alleged and pleaded.

Eleventh. That all and singular the premises are true; in verification whereof, if denied, the respondent craves leave to refer to the depositions and other proofs to be by him exhibited in the cause.

Twelfth. That the subject matter of said libel is not within the jurisdiction of this honorable court.

Wherefore this respondent prays that this honorable court would please to pronounce against the libel aforesaid, and to condemn the libellants in costs, and otherwise right and justice to administer in the premises.

BENJAMIN F. HUNT & SON,
Proctors for respondent.

RICHARD RICH.

Sworn to before me, this 7th February, 1848.

H. Y. GRAY, *D. C.*

Answer of owners.

THE UNITED STATES OF AMERICA,
South Carolina district.

To the honorable R. B. Gilchrist, district judge of the United States, for the district of South Carolina.

In the matter of the ship Martha against which a libel has been filed in this honorable court by Morton & Courtney.

And now came here Abraham Rich, of Maine, and James Harris, of Boston, ship owners, who had filed their claim as sole owners of the ship Martha, and for answer unto the libel they allege and articulately propound as follows:

First. That the respondents are the true and lawful owners of the said ship Martha, now lying in the port of Charleston aforesaid.

Second. That the said ship, the Martha, on the 12th August, 1847, then lying in the dock at Liverpool, in the kingdom of Great Britain, was let to hire and chartered by Richard Rich, who is impleaded with these respondents, and who was at the time master of the said ship Martha, to a firm known and styled as Focke & Bault, of said Liverpool, for a voyage from thence to Charleston; by which charter party, as will more fully appear, the said charterers agreed to pay a sum of four hundred and fifty pounds sterling in full for the use and employment of said vessel for the entire voyage. The said sum to be collected by the said Richard Rich in Charleston, if so much was there due; and the residue, if any, to be paid by the charterers in Liverpool. The said ship to load to fifteen feet and three inches of water on even keel, or equal thereto, if required; all which will more fully appear by the said charter party herewith filed as part and parcel of the answer of these respondents, and to which reference is craved as often as may be necessary, whereby the said ship, the Martha, during said voyage became the property of the said charterers.

Third. That in pursuance of said charter party the charterers did, at Liverpool aforesaid, proceed to load said ship with an assorted cargo in the lower hold of said ship; and also put on board, in the between decks, sundry sacks of Liverpool salt; the said charterers in all respects using said ship as owners for the voyage. And these respondents aver and allege, that all the contracts of the libellants were made with the said charterers, who loaded the ship at their pleasure.

Fourth. That at [the] time of the said charter and delivery of said ship, the Martha, to the said charterers, she was sound, staunch, and in every way well fitted for said voyage, and capable of safely carrying the cargo stipulated to be taken on board, the dangers of the seas only excepted.

Fifth. That all the cargo so laden on board was well and securely loaded, dunnaged, and packed, according to the usage of shipping, by the said captain and his officers, as directed and ordered by the said charterers. That the hatches leading from the between decks and the

lower hold were well and securely closed and caulked, wholly separating the between decks from the lower hold.

Sixth. That on Tuesday, the twenty-first day of September last past, they, the said captain, together with the rest of the ship's company, did sail in and with the said ship from the port of Liverpool, laden with various kinds of merchandise, and bound to the port of Charleston. That they got to sea on the same day, and thereafter continued on in the diligent prosecution of their said voyage, meeting with variable winds and weather, making and taking in sail as occasion required; but without any thing else of importance requiring special notice herein taking place on board of said ship, until Thursday, the 30th of said September, which day began with light winds and squally weather. At 8, p. m., took in the topgallant sails and double reefed the topsails; also furled the mainsail, jib, and spanker. At 11, p. m., the wind shifted suddenly to the north, and blew very heavily, close reefed the topsails and furled the foresail; the wind was increasing to a gale, and there was a very bad sea running. The ship was rolling heavily, straining very much, and making a good [deal] of water. That Friday, the 1st of October, came in with light winds and thick weather, with much rain; at 6, p. m., the wind shifted to the northwest; at 7, p. m., took in topgallant sails; at 8, tacked ship to the southwest, double reefed the topsails, furled the jib and mainsail; the wind was increasing to a gale from the north, and they took in sail as prudence required. Throughout the night they had heavy gales from the north and a very dangerous sea running, which caused the ship to labor heavily and strain very much, and made her leak very much in her upper works. This day ended with a heavy gale, and a bad sea running and breaking continually over the ship. That throughout Saturday, the 2d, they had heavy gales from the north, attended with heavy squalls, and a very high sea running, the ship still laboring heavily and straining badly, and making an abundance of water. Latitude, by observation, 42° 57′ north. That Sunday, the 3d, commenced with strong gales from the north and a heavy sea. They kept off south, so as to run to the eastward of the Western islands, finding it impossible to weather them by keeping the ship by the wind. During the middle and latter parts of the day, they had strong gales attended with heavy squalls; the ship was still laboring heavily and making much water, and the pumps were regularly attended to. That during the latter part of Monday, the 4th, the weather moderated, and the day ended with light winds and fine weather; all drawing sail set to the best advantage. The ship continued to make much water since the gale of the first and second of October, and the pumps were always regularly attended to. That on Friday, the 8th, throughout the night, had strong gales and a heavy head sea; the ship pitching heavily. That Saturday, the 9th, began with strong gales from west-southwest, and a heavy head sea; at 7, p. m., the wind shifted to the northwest in a squall; took in sail as fast as possible; throughout the night light winds and a heavy sea, the ship laboring heavily and continuing to make much

water. That during the middle and latter parts of Sunday, the 10th, it was calm, with a tremendous swell of the sea from northwest, the ship laboring very heavily. That thereafter they continued to make the best of their way towards the port of their destination, meeting with variable winds and weather; and for the most part of the time encountering a heavy swell from the northward, causing the ship to labor very much, and to make a good deal of water, (the pumps being always regularly attended, and faithfully attended to;) but that nothing else of importance, worthy of mention herein, occurred on board of the said ship, until Tuesday, the 9th of November last, when they took a pilot on board, and arrived at the port of Charleston. And that the said ship, at the time of her departure from Liverpool as aforesaid upon the said intended voyage, was tight, staunch, and strong, and had her hatches well and sufficiently caulked and covered, and was well and sufficiently manned, provided, and furnished with all things needful and necessary for the said voyage; and that during the said voyage they, the said officers and ship's company, used their utmost endeavors to preserve the said ship and the goods of her loading from damage and loss.

Seventh. That in consequence of the heavy seas and the leakage of the ship, and the change of latitude, and consequent warm weather, the water so taken into the said ship became warm and was converted into steam, and caused a wet and damp atmosphere to pervade the lower hold of said ship, which no power, care, or diligence on the part of said master and crew could have avoided, but the same was the inevitable result of the ordinary dangers of navigation, and proceeded from the storms, winds, and waves, and not from any defect in said ship, or want of skill, care, and diligence on the part of the said master and crew.

Eighth. That it is not true, as stated in third allegation of the libellant, that the goods so shipped on board said ship, the Martha, were so badly taken care of by the master that they sustained damage, although no injury accrued from any danger of, or accident of, the seas; and particularly in relation to a quantity of salt on board of said vessel these respondents say, that the same was shipped on the second deck by the charterers aforesaid, with whom the libellants made their contract of freight; that the weight of said part of the cargo was indispensable to steady the ship and prevent injury to the cargo in the hold; and above all, these respondents say, and are ready to maintain and prove, that all access between the decks on which said salt was stowed, and the hold in which was stowed the goods of the libellants, was wholly and effectually cut off, and was independent of the cargo in the hold, and had no effect upon the same, more than if it had been stowed in a distinct ship; and the said salt was well stowed in the ordinary and customary part of the ship, and had nothing to do with any other part of the ship, according to the approved usages of other vessels trading from Liverpool to ports of the United States of America, and was, or might have been, well known to the libellants or their agents.

Ninth. These respondents admit that they have not paid any of the damages alleged to have been sustained by the libellants, and they utterly deny any privity with libellants, or that they made any contract with them, or are in any way liable for the way and manner or kind of merchandise put on board of the Martha for said voyage by the charterers, especially as the same was well stowed, according to the usage of the trade. And they deny that any damage did accrue from any bad management, neglect, or default of the master or crew, or any defect in the ship.

Tenth. That the said alleged damage, to the extent and amount alleged, did occur, these respondents do not admit; and if in any way responsible therefor, they will require the same to be fully established by competent evidence.

Eleventh. That this honorable court has not jurisdiction, and ought not to proceed to enforce the claims alleged in the libel aforesaid against the said ship, or against the respondents intervening for their interest therein.

Twelfth. That all and singular the premises are true; in verification whereof, if denied, the respondents crave leave to refer to the depositions and other proofs to be by them exhibited in this cause.

Wherefore the respondents pray that this honorable court would be pleased to pronounce against the libel aforesaid, and to decree a restoration of the said ship to the respondents, and to condemn the libellants in costs, demurrage, and damages sustained by these respondents from the arrest and detention of their said vessel, and otherwise right and justice to administer in the premises.

BENJ'N F. HUNT & SON, *Proctors.*
ABR'M RICH.

Affirmed and subscribed before me, this 7th February, 1848.
H. Y. GRAY, *D. C.*

Answer of master.

UNITED STATES OF AMERICA,
South Carolina district.

In the court of admiralty.

To the honorable R. B. Gilchrist, district judge of the United States.

In the matter of the ship Martha.

And now Richard Rich, now and late master of the ship Martha, who has been impleaded with Abraham Rich and James Harris, owners of the said ship Martha, appears before this honorable court, and for himself alone, as master of said ship, for answer to the libel and complaint of Morton & Courtney against the said ship, and also against the said Richard Rich, individually and personally, alleges and articulately propounds, as follows—not for the owners, but for himself:

First. That the respondent now is, and was at the times alleged in the articles of the said libel, master of the ship, the Martha, then lying and being in the port of Liverpool, England.

Second. That on the 12th of August, 1847, this respondent entered into a charter with Focke & Bault, ship brokers of Liverpool, whereby he chartered the ship Martha for a voyage from Liverpool to Charleston, in South Carolina, at the sum of (£450) four hundred and fifty pounds sterling for the voyage, and stipulated on his part to receive such lawful cargo as would load said ship to fifteen feet three inches of water on even keel, if required. The amount of the freight list to become due in Charleston to the extent of (£450) four hundred and fifty pounds, was to be received in Charleston, if so much was due, if not the difference was to be paid in cash at Liverpool; thus fully and completely setting and hiring said ship to said Focke & Bault for said voyage, according to the stipulations of said charter party, a counterpart whereof is ready to be produced as evidence, and is now in the hands of this respondent's proctors; and gave up the entire use and control of said ship to the charterers under said charter party.

Third. That this respondent did, in all particulars of the stipulations in said charter party to be performed on his part, fully comply therewith. The said ship was staunch and sound, and in every respect well manned and equipped for the said voyage, and capable of carrying the cargo stipulated for; danger of the seas and navigation only excepted.

Fourth. That in pursuance of their contract the said charterers of themselves procured a cargo, and the same was put on board, and well stowed, dunnaged, and packed, according to the approved usage of other vessels loaded at the said port, and bound on a like voyage; the dry goods and iron were stowed in the lower hold, the said Martha having a second deck, and the hatches of the lower deck were duly secured, fastened, and caulked, so as fully and effectually to prevent all and every access to said hold.

Fifth. That it was indispensable to the safety of the navigation of said ship that a sufficient weight between decks should be placed there to prevent the said ship from rolling and laboring in the course of navigation; and the said charterers of their own will, and by and under their own orders, caused a cargo of Liverpool salt, in good dry bags, to be stowed; part forward and part aft of the main hatch, where it was duly dunnaged and placed on mats in a skilful and seamanlike manner, and according to the usage and custom of vessels at that port.

Sixth. That said salt was safely carried to Charleston, and there delivered in perfect order, without any melting, weeping, or wasting, or injury to the sacks; and when removed from the between decks, where it was stowed, the dunnage, mats, and decks were in good order, and not a vestige of water proceeding from said salt was visible; and to so much of the libel as states that the said salt was so badly or unskilfully stowed as to cause damage to the cargo in the lower hold, this respondent directly and peremptorily denies that the same is true, and claims that due proof, if insisted upon, should be made thereof, according to

the course of the court. And this respondent avers, from his own personal knowledge, that the said salt was stowed so as to be entirely independent of the cargo in the lower hold, and had no communication with it, and did not injure and affect it, and was stowed in a right and proper place, and according to the usage in like cases.

Seventh. That pursuant to his charter this respondent set sail from Liverpool with his vessel and cargo in good order, and shortly after met with tempestuous weather, which caused his ship [to] labor hard, and leak so as to require severe labor at the pumps, and during all this time officers and crew used their best efforts to free her; all which will more fully and at large appear by the protest of this respondent and his officers, duly extended according to usage, and to which due reference is craved as part of this answer, and which is filed as part and parcel thereof.

Eighth. That the said dangers of the seas caused a dampness and wet in the hold, which did not extend to the salt between decks; and the great change of temperature, caused by passing from a high northern latitude to the south, caused a steam in the hold which produced all the damage which did accrue, which was slight and inconsiderable; and the said libellants received their said goods, and have had the same in the sole custody and control ever since.

Ninth. That if any damage at all accrued to the cargo, the same must have been inconsiderable and slight, from the fact that the free use of the pumps prevented the water made by stress of weather from covering the cargo, and the spray and steam only got to the cargo. And if any attempt is made to charge this respondent personally with such damage, he will require the same to be fully proved.

Tenth. This respondent avers that in the loading, stowing, navigating, and conducting the said Martha, during her said voyage, he conducted himself in a seamanlike manner, and that the damage alleged by the libellants to have happened to any part of the cargo was caused by the stress of weather and the dangers of navigation, according to the exception in the bill of lading, and not from any imperfection, want of skill, care, or diligence of this respondent, as in the said libel is falsely alleged and pleaded.

Eleventh. That all and singular the premises are true; in verification whereof, if denied, the respondent craves leave to refer to the depositions and other proofs to be by him exhibited in the cause.

Twelfth. That the subject matter of the said libel is not within the jurisdiction of this honorable court.

Wherefore this respondent prays that this honorable court would please to pronounce against the libel aforesaid, and to condemn the libellant in costs, and otherwise right and justice to administer in the premises.

BENJAMIN F. HUNT & SON,
Proctors for respondent,
RICHARD RICH.

Sworn to before me, this 7th February, 1848.

H. Y. GRAY, *D. C.*

Answer of owners.

UNITED STATES OF AMERICA,
South Carolina district.

To the honorable R. B. Gilchrist, district judge of the United States for the district of South Carolina.

In the matter of the ship Martha, against which a libel has been filed in this honorable court by Samuel N. Hart.

And now came here Abraham Rich, of Maine, and James Harris, of Boston, ship owners, who have filed there claims as sole owners of the ship Martha, and for answer unto the libel they allege and articulately propound, as follows:

First. That the respondents are the true and lawful owners of the said ship Martha, now lying in the port of Charleston aforesaid.

Second. That the said ship, the Martha, on the 12th of August, 1847, then lying in the dock at Liverpool, in the kingdom of Great Britain, was let to hire, and chartered by Richard Rich, who is impleaded with these respondents, and who was at the time master of the said ship Martha, to a firm known and styled as Focke & Bault, of said Liverpool, for a voyage from thence to Charleston; by which charter party, as will more fully appear, the said charterers agreed to pay a sum of four hundred and fifty pounds sterling, in full for the use and employment of said vessel for the entire voyage; the said sum to be collected by the said Captain Richard Rich in Charleston, if so much was there due; and the residue, if any, to be paid by the charterers in Liverpool. The said ship to load to fifteen feet and three inches of water on even keel, or equal thereto, if required; all which will more fully appear by the said charter party, herewith filed as part and parcel of the answer of these respondents, and to which reference is craved as often as may be necessary; whereby the said ship, the Martha, during said voyage became the property of the said charterers.

Third. That in pursuance of said charter party the charterers did, at Liverpool aforesaid, proceed to load said ship with an assorted cargo in the lower hold of said ship; and also put on board, in the between decks, sundry sacks of Liverpool salt; the said charterers in all respects using said ship as owners for the voyage; and these respondents aver and allege, that all the contracts of the libellants were made with the said charterers, who loaded the said ship at their pleasure.

Fourth. That at the time of the said charter and delivery of said ship, the Martha, to the said charterers, she was sound, staunch, and in every respect well fitted for said voyage, and capable of safely carrying the cargo stipulated to be taken on board, the dangers of the seas only excepted.

Fifth. That all the cargo so laden on board was well and securely loaded, dunnaged, and packed, according to the usage of shipping, by the said captain and his officers, as directed and ordered by the said charterers; that the hatches leading from the between decks and the

lower hold were well and securely closed and caulked, wholly separating the between decks from the lower hold.

That on Tuesday, the twenty-first day of September last past, they, the said captain, together with the rest of the ship's company, did sail in and with the said ship, from the port of Liverpool, laden with various kinds of merchandise, and bound to the port of Charleston; that they got to sea on the same day, and thereafter continued in the diligent prosecution of their said voyage, meeting with variable winds and weather, making and taking in sail as occasion required; but without any thing else of importance, requiring special notice herein, taking place on board of said ship, until Thursday, the 30th of September, which day began with light winds and squally weather; at 8, p. m., took in topgallant sails, and doubled reefed the topsails; also furled the mainsail, jib, and spanker; at 11, p. m., the wind shifted suddenly to the north, and blew very heavily; close reefed the topsails, and furled the foresail; the wind was increasing to a gale, and there was a very bad sea running; the ship was rolling heavily, straining very much, and making a good deal of water. That Friday, the 1st of October, came in with light winds and thick weather, with much rain; at 6, p. m., the wind shifted to the northwest; at 7, p. m., took in the topgallant sails; at 8, tacked ship to the southwest; double reefed the topsails; furled the jib and mainsail; the wind was increasing to a gale from the north, and they took in sail as prudence required; throughout the night they had heavy gales from the north, and a very dangerous sea running, which caused the ship to labor heavily and strain very much, and made her leak very much in her upper works; that this day ended with a heavy gale and a bad sea running, and breaking continually over the ship. That throughout Saturday, the 2d, they had heavy gales from the north, attended with heavy squalls; and a very high sea running; the ship still laboring heavily and straining badly, and making an abundance of water; latitude by observation 42° 57′ north. That Sunday, the 3d, commenced with strong gales from the north and a heavy sea; they kept off south, so as to run to the eastward of the Western islands, finding it impossible to weather them by keeping the ship by the wind; during the middle and latter parts of the day, they had strong gales attended with heavy squalls; the ship was still laboring heavily and making much water, and the pumps were regularly attended to. That during the latter part of Monday, the 4th, the weather moderated, and the day ended with light winds and fine weather; all drawing sail set to the best advantage; the ship continued to make much water since the gales of the first and second of October, and the pumps were always regularly attended to. That on Friday, the 8th, throughout the night had strong gales and a heavy head sea, the ship pitching heavily. That Saturday, the 9th, began with strong gales from west-southwest, and a heavy head sea; at 7, p. m., the wind shifted to the northwest in a squall; took in sale as fast as possible; throughout the night light winds and heavy sea, the ship laboring heavily and continuing to make much water. That dur-

ing the middle and latter parts of Sunday, the 10th, it was calm, with a tremendous swell of the sea from N. W., the ship laboring very heavily. That thereafter they continued to make the best of their way towards the port of their destination, meeting with variable winds and weather, and for the most part of the time encountering a heavy swell from the northward, causing the ship to labor very much and to make a good deal of water, (the pumps being always regularly attended, and faithfully attended to;) but that nothing else of importance worthy of mention herein occurred on board of the said ship, until Tuesday, the 9th November last, when they took a pilot on board, and arrived at the port of Charleston. And that the said ship, at the time of her departure from Liverpool as aforesaid, upon the said intended voyage, was tight, staunch, and strong, and had her hatches well and sufficiently caulked and covered, and was well and sufficiently manned, provided, and furnished with all things needful and necessary for the said voyage; and that during the said voyage they, the said officers and ship's company, used their utmost endeavors to preserve the said ship and the goods of her loading from damage and loss.

Seventh. That in consequence of the heavy seas, and the leakage of the ship, and the change of latitude and consequent warm weather, the water so taken into the said ship became warm, and was converted into steam, and caused a wet and damp atmosphere to pervade the lower hold of said ship, which no power, care, or diligence on the part of said master and crew could have avoided; but the same was the inevitable result of the ordinary dangers of navigation, and proceeded from the storms, winds, and waves, and not from any defect in said ship, or want of skill, care, or diligence on the part of the said master and crew.

Eighth. That it is not true, as stated in third allegation of the libellant, that the goods so shipped on board said ship, the Martha, "were so badly taken care of by the master that they sustained damage, although no injury accrued from any danger of, or accident of, the seas; and particularly in relation to a quantity of salt on board of said vessel," these respondents say, that the same was shipped on the second deck by the charterers aforesaid, with whom the libellant made his contract of freight; that the weight of said part of the cargo was indispensable to steady the ship and prevent injury to the cargo in the hold; and above all, these respondents say, and are ready to maintain and prove, that all access between the decks on which said salt was stowed and the hold in which was stowed the goods of the libellant, was wholly and effectually cut off, and was independent of the cargo in the hold, and had no effect upon the same, more than if it had been stowed in a distinct ship; and the said salt was well stowed in the ordinary and customary part of the ship, and had nothing to do with any other part of the ship, according to the approved usages of other vessels trading from Liverpool to ports of the United States of America, and was or might have been well known to the libellant or his agents.

Ninth. These respondents admit that they have not paid any of the damages alleged to have been sustained by the libellant, and they ut-

terly deny any privity with libellant, or that they made any contract with him, or are in any way liable for the way and manner or kind of merchandise put on board of the Martha for said voyage by the charterers, especially as the same was well stowed according to the usage of the trade; and they deny that any damage did accrue from any bad management, neglect, or fault of the master or crew, or any defect in the ship.

Tenth. That the said alleged damage, to the extent and amount alleged, did occur, these respondents do not admit; and if in any way responsible therefor, they will require the same to be fully established by competent evidence.

Eleventh. That this honorable court has not jurisdiction, and ought not to proceed to enforce the claims alleged in the libel aforesaid against the said ship, or against the respondents intervening for their interest therein.

Twelfth. That all and singular the premises are true; in verification whereof, if denied, the respondents crave leave to refer to the depositions and other proofs to be by them exhibited in this cause.

Wherefore the respondents pray that this honorable court would be pleased to pronounce against the libel aforesaid, and to decree a restoration of the said ship to the respondents, and to condemn the libellant in costs, demurrage, and damages, sustained by these respondents from the arrest and detention of their said vessel, and otherwise right and justice to administer in the premises.

BENJAMIN F. HUNT & SON,
Proctors.

ABRAHAM RICH.

Affirmed and subscribed before me, this 7th February, 1848.
H. Y. GRAY, *D. C.*

Answer of Captain.

UNITED STATES OF AMERICA,
South Carolina district.

In the court of admiralty.

To the honorable R. B. Gilchrist, district judge of the United States.
In the matter of the ship Martha.

And now, Richard Rich, now and late master of the ship Martha, who has been impleaded with Abraham Rich and James Harris, owners of the said ship Martha, appears before this honorable court, and for himself alone, as master of said ship, for answer to the libel and complaint of Samuel N. Hart against the said ship, and also against the said Richard Rich, individually and personally, alleges and articulately propounds, as follows—not for the owners, but for himself:

First. That the respondent now is, and was at the times alleged in the articles of the said libel, master of the ship Martha, then lying and being in the port of Liverpool, England.

Second. That on the 12th of August, 1847, this respondent entered into a charter with Focke & Bault, ship brokers of Liverpool, whereby he chartered the ship Martha for a voyage from Liverpool to Charleston, in South Carolina, at the sum of (£450) four hundred and fifty pounds sterling for the voyage, and stipulated on his part to receive such lawful cargo as would load said ship to fifteen feet three inches of water on even keel, if required. The amount of the freight list to become due in Charleston to the extent of (£450) four hundred and fifty pounds, was to be received in Charleston, if so much was due; if not, the difference was to be paid in cash at Liverpool. Thus fully and completely letting and hiring said ship to said Focke & Bault for said voyage, according to the stipulations of said charter party, a counterpart whereof is ready to be produced as evidence, and is now in the hands of this respondent's proctors; and gave up the entire use and control of said ship to the charterers under the said charter party.

Third. That this respondent did, in all particulars of the stipulations in said charter party to be performed on his part, fully comply therewith. The said ship was staunch and sound, and in every respect well manned and equipped, and capable of carrying the cargo stipulated for; dangers of the seas and navigation only excepted.

Fourth. That in pursuance of their contract the said charterers of themselves procured a cargo, and the same was put on board, and well stowed, dunnaged, and packed according to the approved usage of other vessels loaded at the said port and bound on a like voyage. The dry goods and iron were stowed in the lower hold, the said Martha having a second deck, and the hatches of the lower deck were duly secured, fastened, and caulked, so as fully and effectually to prevent every access to said hold.

Fifth. That it was indispensable to the safety of the navigation of said ship that a sufficient weight between decks should be placed there to prevent the said ship from rolling and laboring in the course of navigation. And the charterers, of their own will, and by and under their own orders, caused a cargo of Liverpool salt, in good dry bags, to be stowed, part forward and part aft of the main hatch, where it was duly dunnaged and placed on mats in a skilful and seamanlike manner, and according to the usage and custom of vessels at that port.

Sixth. That the said salt was safely carried to Charleston, and there delivered in perfect order, without any melting, weeping, or wasting, or injury to the sacks; and when removed from the between decks where it was stowed, the dunnage, mats, and decks were in good order, and not a vestige of water proceeding from said salt was visible; and to so much of the libel as states that the said salt was so badly or unskilfully stowed as to cause damage to the cargo in the lower hold, this respondent directly and peremptorily denies that the same is true; and claims that due proof, if insisted upon, should be made thereof, according to the course of the court; and this respondent avers, from his own personal knowledge, that said salt was stowed so as to be entirely independent of the cargo in the lower hold, and had no communication with it,

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and did not injure and affect it, and was stowed in a right and proper place, and according to the usage in like cases.

Seventh. That pursuant to his charter this respondent set sail from Liverpool with his vessel and cargo in good order, and shortly after met with tempestuous weather, which caused his ship to labor hard, and leak so as to require severe labor at the pumps, and during all this time officers and crew used their best efforts to free her; all which will more fully and at large appear by the protest of this respondent and his officers, duly extended according to usage, and to which due reference is craved as part of this answer, and which is filed as part and parcel thereof.

Eighth. That the said dangers of the seas caused a dampness and wet in the hold, which did not extend to the salt between decks; and the great change of temperature, caused by passing from a high northern latitude to the south, caused a steam in the hold, which produced all the damage which did accrue, which was slight and inconsiderable; and the said libellants received their said goods, and have had the same in the sole custody and control ever since.

Ninth. That if any damage at all accrued to the cargo, the same must have been inconsiderable and slight, from the fact that the free use of the pumps prevented the water made by stress of weather from covering the cargo, and the spray and steam only got to the cargo; and if any attempt is made to charge this respondent personally with such damage, he will require the same to be fully proved.

Tenth. This respondent avers that in the loading, stowing, navigating, and conducting the said ship Martha during her said voyage, he conducted himself in a seamanlike manner; and that the damage alleged by the libellant to have happened to any part of the cargo was caused by stress of weather and the dangers of navigation, according to the exception in the bill of lading, and not from any imperfection, want of skill, care, or diligence of this respondent, as in the said libel is falsely alleged and pleaded.

Eleventh. That all and singular the premises are true; in verification whereof, if denied, the respondent craves leave to refer to the depositions and other proofs to be by him exhibited in the cause.

Twelfth. That the subject matter of the said libel is not within the jurisdiction of this honorable court.

Wherefore this respondent prays that this honorable court would please to pronounce against the libel aforesaid, and to condemn the libellant in costs, and otherwise right and justice to administer in the premises.

BENJAMIN F. HUNT & SON,
Proctors for respondent.
RICHARD RICH.

Sworn to before me, this 7th February, 1848.
H. Y. GRAY, *D. clerk.*

Answer of owners.

THE UNITED STATES OF AMERICA,
South Carolina district.

To the honorable R. B. Gilchrist, district judge of the United States for the district of South Carolina.

In the matter of the ship Martha, against which a libel has been filed in this honorable court by Watson, Johnston & Company.

And *no* come here Abraham Rich, of Maine, and James Harris, of Boston, ship owners, who have filed their claims as sole owners of the ship Martha; and for answer unto the libel, they allege and articulately propound as follows:

First. That the respondents are the true and lawful owners of the said ship, the Martha, now lying in the port of Charleston aforesaid.

Second. That the said ship, the Martha, on the 12th of August, 1847, then lying in the dock at Liverpool, in the kingdom of Great Britain, was let to hire and chartered by Richard Rich, who is impleaded with these respondents, and who was at the time master of the said ship Martha, to a firm known and styled as Focke & Bault, of said Liverpool, for a voyage from thence to Charleston; by which charter party, as will more fully appear, the said charterers agreed to pay a sum of four hundred and fifty pounds sterling in full for the use and employment of said vessel for the entire voyage; the said sum to be collected by the said Captain Richard Rich, in Charleston, if so much was there due, and the residue, if any, to be paid by the charterers in Liverpool; the said ship to load to fifteen feet and three inches of water on even keel, or equal thereto, if required. All which will more fully appear by the said charter party, herewith filed as part and parcel of the answer of these respondents, and to which reference is craved as often as may be necessary; whereby the said ship, the Martha, during said voyage, became the property of the said charterers.

Third. That in pursuance of said charter party the charterers did, at Liverpool aforesaid, proceed to load said ship with an assorted cargo in the lower hold of said ship; and also put on board, in the between decks, sundry sacks of Liverpool salt; the said charterers, in all respects, using said ship as owners for the voyage; and these respondents aver and allege, that all the contracts of the libellants were made with the said charterers, who loaded the said ship at their pleasure.

Fourth. That at the time of the said charter and delivery of said ship, the Martha, to the said charterers, she was sound, staunch, and in every way well fitted for said voyage, and capable of safely carrying the cargo stipulated to be taken on board, the dangers of the seas only excepted.

Fifth. That all the cargo so laden on board was well and securely loaded, dunnaged, and packed, according to the usage of shipping by the said captain and his officers, as directed and ordered by the said charterers; that the hatches leading from the between decks and the

lower hold were well and securely closed and caulked, wholly separating the between decks from the lower hold.

Sixth. That on Tuesday, the twenty-first day of September last past, they, the said captain, together with the rest of the ship's company, did sail in and with the said ship, from the port of Liverpool, laden with various kinds of merchandise, and bound to the port of Charleston; that they got to sea on the same day, and thereafter continued on in the diligent prosecution of their said voyage, meeting with variable winds and weather; making and taking in sail as occasion required; but without any thing else of importance, requiring special notice herein, taking place on board of said ship, until Thursday, the 30th of said September, which day began with light winds and squally weather; at 8, p. m., took in topgallant sails, and double reefed the topsails; also furled the mainsail, jib, and spanker; at 11, p. m., the wind shifted suddenly to the north, and blew very heavily; close reefed the topsails, and furled the foresail; the wind was increasing to a gale, and there was a very bad sea running; the ship was rolling heavily, straining very much, and making a good deal of water; that Friday, the 1st of October, came in with light winds and thick weather, with much rain; at 6, p. m., the wind shifted to the northwest; at 7, p. m., took in topgallant sails; at 8, tacked ship to the southwest, double reefed the topsails, furled the jib and mainsail; the wind was increasing to a gale from the north, and they took in sail as prudence required; throughout the night they had heavy gales from the north, and a very dangerous sea running, which caused the ship to labor heavily and strain very much, and made her leak very much in her upper works; this day ended with a heavy gale and a bad sea running, and breaking continually over the ship. That throughout Saturday, the 2d, they had heavy gales from the north, attended with heavy squalls, and a very heavy sea running; the ship still laboring heavily and straining badly, and making an abundance of water; latitude by observation 42° 57 north. That Sunday, the 3d, commenced with strong gales from the north and a heavy sea; they kept off south, so as to run to the eastward of the Western islands, finding it impossible to weather them by keeping the ship by the wind; during the middle and latter parts of the day, they had strong gales attended with heavy squalls, the ship was still laboring heavily and making much water, and the pumps were regularly attended to. That during the latter part of Monday, the 4th, the weather moderated, and the day ended with light winds and fine weather, all drawing sail set to the best advantage; the ship continued to make much water since the gale of the first and second of October, and the pumps were always regularly attended to. That on Friday, the 8th, throughout the night had strong gales and a heavy head sea, the ship pitching heavily. That Saturday, the 9th, began with strong gales from west-southwest, and a heavy head sea. At 7, p. m., the wind shifted to the northwest in a squall; took in sail as fast as possible; throughout the night light winds and a heavy sea, the ship laboring heavily and continuing to make much water. That during the middle and latter parts

of Sunday, the 10th, it was calm, with a tremendous swell of the sea from N.W., the ship laboring very heavily. That thereafter they continued to make the best of their way towards the port of their destination, meeting with variable winds and weather, and for the most part of the time encountering a heavy swell from the northward, causing the ship to labor very much, and to make a good deal of water, the pumps being always regularly attended, and faithfully attended to; but that nothing else of importance worthy of mention herein occurred on board of the said ship until Tuesday, the 9th November last, when they took a pilot on board, and arrived at the port of Charleston; and that the said ship, at the time of her departure from Liverpool as aforesaid, upon the said intended voyage, was tight, staunch, and strong, and had her hatches well and sufficiently caulked and covered, and was well and sufficiently manned, provided, and furnished with all things needful and necessary for the said voyage; and that during the said voyage they, the said officers and ship's company, used their utmost endeavors to preserve the said ship and the goods of her loading from damage and loss.

Seventh. That in consequence of the heavy seas and the leakage of the ship, and the change of latitude, and consequent warm weather, the water so taken into the said ship became warm and was converted into steam, and caused a wet and damp atmosphere to pervade the lower hold of said ship, which no power, care, or diligence on the part of said master and crew could have avoided, but the same was the inevitable result of the ordinary dangers of navigation, and proceeded from the storms, winds, and waves, and not from any defect in said ship, or want of skill, care, and diligence on the part of the master and crew.

Eighth. That it is not true, as stated in third allegation of the libellants, that the goods so shipped on board the said ship, the Martha, were so badly taken care of by the master that they sustained damage, although no injury accrued from any danger of, or accident of, the seas; and particularly in relation to a quantity of salt on board of said vessel these respondents say, that the same was shipped on the second deck by the charterers aforesaid, with whom the libellants made their contract of freight; that the weight of said part of the cargo was indispensable to steady the ship and prevent injury to the cargo in the hold; and above all these respondents say, and are ready to maintain and prove, that all access between the decks on which said salt was stowed, and the hold in which was stowed the goods of the libellants, was wholly and effectually cut off, and was independent of the cargo in the hold, and had no effect upon the same, more than if it had been stowed in a distinct ship; and the said salt was well stowed in the ordinary and customary part of the ship, and had nothing to do with any other part of the ship, according to the approved usages of other vessels trading from Liverpool to ports of the United States of America, and was, or might have been, well known to the libellants or their agents.

Ninth. These respondents admit that they have not paid any of the

damages alleged to have been sustained by the libellants, and they utterly deny any privity with libellants, or that they made any contract with them, or are in any way liable for the way and manner or kind of merchandise put on board of the Martha for said voyage by the charterers, especially as the same was well stowed according to the usage of the trade; and they deny that any damage did accrue from any bad management, neglect, or default of the master or crew, or any defect in the ship.

Tenth. That the said alleged damage, to the extent and amount alleged, did occur, these respondents do not admit; and if in [any] way responsible therefor, they will require the same to be fully established by competent evidence.

Eleventh. That this honorable court has not jurisdiction, and ought not to proceed to enforce the claims alleged in the libel aforesaid against the said ship, or against the respondents intervening for their interest therein.

Twelfth. That all and singular the premises are true; in verification whereof, if denied, the respondents crave leave to refer to the depositions and other proofs to be by them exhibited in this cause.

Wherefore the respondents pray that this honorable court would be pleased to pronounce against the libel aforesaid, and to decree a restoration of the said ship to the respondents, and to condemn the libellants in costs, demurrage, and damages sustained by these respondents from the arrest and detention of their said vessel, and otherwise right and justice to administer in the premises.

BENJAMIN F. HUNT & SON, *Proctors.*
ABRAHAM RICH.

Affirmed and subscribed before me, this 7th February, 1848.
H. Y. GRAY, *District clerk.*

Answer of master.

UNITED STATES OF AMERICA,
South Carolina district.

In the court of admiralty. To the honorable Robert B. Gilchrist, district judge of the United States. In the matter of the ship Martha.

And now Richard Rich, now and late master of the ship Martha, who has been impleaded with Abraham Rich and James Harris, owners of the said ship Martha, appears before this honorable court, and for himself alone, as master of said ship, for answer to the libel and complaint of Watson, Johnson & Co., against the said ship, and also against the said Richard Rich, individually and personally, alleges and articulately propounds as follows—not for the owners, but for himself:

First. That the respondent now is, and was at the times alleged in the articles of the said libel, master of the ship the Martha, then lying and being in the port of Liverpool, England.

Second. That on the 12th of August, 1847, this respondent entered into a charter with Focke & Bault, ship brokers of Liverpool, whereby he chartered the ship Martha for a voyage from Liverpool to Charleston, in South Carolina, at the sum of £450, four hundred and fifty pounds sterling, for the voyage, and stipulated on his part to receive such lawful cargo as would load said ship to fifteen feet three inches of water on even keel, if required. The amount of the freight list to become due in Charleston to the extent of £450, four hundred and fifty pounds, was to be received in Charleston, if so much was due; if not, the difference was to be paid in cash at Liverpool; thus fully and completely letting and hiring said ship to said Focke & Bault for said voyage, according to the stipulations of said charter party, a counterpart whereof is ready to be produced as evidence, and is now in the hands of this respondent's proctors. And gave up the entire use and control of said ship to the charterers under said charter party.

Third. That this respondent did, in all particulars of the stipulations in said charter party to be performed on his part, fully comply therewith. The said ship was staunch and sound, and in every respect well manned and equipped for the said voyage, and capable of carrying the cargo stipulated for; dangers of the seas and navigation only excepted.

Fourth. That in pursuance of their contract the said charterers, of themselves, procured a cargo, and the same was put on board, and well stowed, dunnaged, and packed, according to the approved usage of other vessels loaded at the said port, and bound on a like voyage. The dry goods and iron were stowed in the lower hold, the said Martha having a second deck; and the hatches of the lower deck were duly secured, fastened, and caulked, so as fully and effectually to prevent all and every access to said hold.

Fifth. That it was indispensable to the safety of the navigation of said ship that a sufficient weight, between decks, should be placed there to prevent the said ship from rolling and laboring in the course of navigation; and the said charterers, of their own will, and by and under their own orders, caused a cargo of Liverpool salt, in good dry bags, to be stowed, part forward and part aft of the main hatch, where it was duly dunnaged and placed on mats, in a skilful and seamanlike manner, and according to the usage and custom of vessels at that port.

Sixth. That said salt was safely carried to Charleston, and there delivered in perfect order, without any melting, weeping, or wasting, or injury to the sacks; and when removed from the between decks, where it was stowed, the dunnage, mats, and decks were in good order, and not a vestige of water proceeding from said salt was visible. And to so much of the libel as states that the said salt was so badly or unskilfully stowed as to cause damage to the cargo in the lower hold, this respondent directly and peremptorily denies that the same is true, and claims that due proof, if insisted upon, should be made thereof according to the course of the court; and this respondent avers, from his own personal knowledge, that said salt was stowed so as to be entirely inde-

pendent of the cargo in the lower hold, and had no communication with it, and did not injure and affect it, and was stowed in a right and proper place, and according to the usage in like cases.

Seventh. That pursuant to his charter this respondent set sail from Liverpool with his vessel and cargo in good order, and shortly after met with tempestuous weather, which caused his ship to labor hard, and leak so as to require severe labor at the pumps, and during all this time officers and crew used their best efforts to free her; all which will more fully and at large appear, by the protest of this respondent and his officers, duly extended according to usage, and to which due reference is craved as part of this answer, and which is filed as part and parcel thereof.

Eighth. That the said dangers of the seas caused a dampness and wet in the hold, which did not extend to the salt between decks; and the great change of temperature, caused by passing from a high northern latitude to the south, caused a steam in the hold, which produced all the damage which did accrue, which was slight and inconsiderable; and the said libellants received their goods, and have had the same in the sole custody and control ever since.

Ninth. That if any damage at all accrued to the cargo the same must have been inconsiderable and slight, from the fact that the free use of the pumps prevented the water made by stress of weather from covering the cargo, and the spray and steam only got to the cargo. And if any attempt is made to charge this respondent personally with such damage, he will require the same to be fully proved.

Tenth. This respondent avers, that in the loading, stowing, navigating, and conducting the said ship Martha during her said voyage, he conducted himself in a seamanlike manner; and that the damage alleged by the libellants to have happened to any part of the cargo was caused by stress of weather and the dangers of navigation, according to the exception in the bill of lading, and not from any imperfection, want of skill, care, or diligence of this respondent, as in the said libel is falsely alleged and pleaded.

Eleventh. That all and singular the premises are true; in verification whereof, if denied, the respondent craves leave to refer to the depositions and other proofs to be by him exhibited in the cause.

Twelfth. That the subject matter of the said libel is not within the jurisdiction of this honorable court.

Wherefore this respondent prays that this honorable court would please to pronounce against the libel aforesaid, and to condemn the libellants in costs, and otherwise right and justice to administer in the premises.

BENJAMIN F. HUNT & SON,
Proctors for respondent,
RICHARD RICH.

Sworn to before me, 7th February, 1848.
H. Y. GRAY, *D. Clerk.*

Answer of owners.

THE UNITED STATES OF AMERICA,
South Carolina district.

To the honorable R. B. Gilchrist, district judge of the United States for the district of South Carolina.

In the matter of the ship Martha, against which a libel has been filed in this honorable court by the South Carolina Railroad Company.

And now came here Abraham Rich, of Maine, and James Harris, of Boston, ship owners, who have filed their claims as sole owners of the ship Martha, and for answer unto the libel they allege and articulately propound, as follows:

First. That the respondents are the true and lawful owners of the said ship Martha, now lying in the port of Charleston aforesaid.

Second. That the said ship, the Martha, on the 12th of August, 1847, then lying in the dock in Liverpool, in the kingdom of Great Britain, was let to hire and chartered by Richard Rich, who is impleaded with these respondents, and who was at the time master of the said ship Martha, to a firm known and styled as Focke & Bault, of said Liverpool, for a voyage from thence to Charleston, by which charter party, as will more fully appear, the said charterers agreed to pay a sum of four hundred and fifty pounds sterling in full for the use and employment of said vessel for the entire voyage; the said sum to be collected by the said Captain Richard Rich in Charleston, if so much was there due; and the residue, if any, to be paid by the charterers in Liverpool; the said ship to load to fifteen feet and three inches of water on even keel, or equal thereto, if required; all which will more fully appear by the said charter party herewith filed as part and parcel of the answer of these respondents, and to which reference is craved as often as may be necessary; whereby the said ship, the Martha, during said voyage, became the property of the said charterers.

Third. That in pursuance of said charter party the charterer did, at Liverpool aforesaid, proceed to load said ship with an assorted cargo in the lower hold of said ship, and also put on board, in the between decks, sundry sacks of Liverpool salt; the said charterers in all respects using said ship as owners for the voyage. And these respondents aver and allege, that all the contracts of the libellants were made with the said charterers, who loaded the said ship at their pleasure.

Fourth. That at the time of the said charter and delivery of said ship, the Martha, to the said charterers, she was sound, staunch, and in every way well fitted for said voyage, and capable of safely carrying the cargo stipulated to be taken on board, the dangers of the seas only excepted.

Fifth. That all the cargo so laden on board was well and securely loaded, dunnaged, and packed, according to the usage of shipping, by the said captain and his officers, as directed and ordered by the said

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charterers. That the hatches leading from the between decks and the lower hold were well and securely closed and caulked, wholly separating the between decks from the lower hold.

Sixth. That on Tuesday, the twenty-first day of September last past, they, the said captain, together with the rest of the ship's company, did sail in and with the said ship from the port of Liverpool, laden with various kinds of merchandise, and bound to the port of Charleston. That they got to sea on the same day, and thereafter continued on in the diligent prosecution of their said voyage, meeting with variable winds and weather, making and taking in sail as occasion required; but without any thing else of importance, requiring special notice herein, taking place on board of said ship, until Thursday, the 30th of said September, which day began with light winds and squally weather. At 8, p. m., took in top-gallant sails, and double reefed the topsails; also furled the mainsail, jib, and spanker. At 11, p. m., the wind shifted suddenly to the north, and blew very heavily. Close reefed the topsails and furled the foresail. The wind increasing to a gale, and there was a very bad sea running. The ship was rolling heavily, straining very much, and making a good deal of water. That Friday, the 1st of October, came in with light winds and thick weather, with much rain. At 6, p. m., the wind shifted to the northwest. At 7, p. m., took in the top-gallant sails. At 8, tacked ship to the southwest; double reefed the topsails, furled the jib and mainsail; the wind was increasing to a gale from the north, and they took in sail as prudence required. Throughout the night they had heavy gales from the north, and a very dangerous sea running, which caused the ship to labor heavily and strain very much, and made her leak very much in her upper works. This day ended with a heavy gale, and a bad sea running and breaking continually over the ship. That throughout Saturday, the 2d, they had heavy gales from the north, attended with heavy squalls, and a very high sea running; the ship still laboring heavily, and straining badly, and making an abundance of water. Latitude, by observation, 42° 57′ north. That Sunday, the 3d, commenced with strong gales from the north and a heavy sea. They kept off south so as to run to the eastward of the Western islands, finding it impossible to weather them by keeping the ship by the wind. During the middle and latter parts of the day they had strong gales, attended with heavy squalls; the ship was still laboring heavily and making much water, and the pumps were regularly attended to. That during the latter part of Monday, the 4th, the weather moderated, and the day ended with light winds and fine weather; all drawing sail set to the best advantage. The ship continued to make much water since the gale of the first and second of October, and the pumps were always regularly attended to. That on Friday, the 8th, throughout the night had strong gales and a heavy head sea, the ship pitching heavily. That Saturday, the 9th, began with strong gales from west-southwest, and a heavy head sea. At 7, p. m., the wind shifted to the northwest, in a squall; took in sail as fast

as possible; throughout the night light winds and a heavy sea, the ship laboring heavily, and continuing to make much water. That during the middle and latter parts of Sunday, the 10th, it was calm, with a tremendous swell of the sea from N.W.; the ship laboring very heavily. That thereafter they continued to make the best of their way towards the port of their destination, meeting with variable winds and weather, and for the most part of their time encountering a heavy swell from the northward, causing the ship to labor very much, and to make a good deal of water—the pumps being always regularly attended, and faithfully attended to. But that nothing else of importance, worthy of mention herein, occurred on board of the said ship, until Tuesday, the 9th of November last, when they took a pilot on board, and arrived at the port of Charleston. And that the said ship, at the time of her departure from Liverpool as aforesaid, upon the said intended voyage, was tight, staunch, and strong, and had her hatches well and sufficiently caulked and covered, and was well and sufficiently manned, provided, and furnished with all things needful and necessary for said voyage. And that during the said voyage they, the said officers and ship's company, used their utmost endeavors to preserve the said ship, and the goods of her loading, from damage and loss.

Seventh. That in consequence of the heavy seas, and the leakage of the ship, and the change of latitude, and consequent warm weather, the water so taken into the said ship became warm and was converted into steam, and caused a wet and damp atmosphere to pervade the lower hold of said ship, which no power, care, or diligence on the part of said master and crew could have avoided, but the same was the inevitable result of the ordinary dangers of navigation, and proceeded from the storms, winds, and waves, and not from any defect in said ship, or want of skill, care, and diligence on the part of the said master and crew.

Eighth. That it is not true, as stated in third allegation of the libellants, that the goods so shipped on board said ship, the Martha, were so badly taken care of by the master that they sustained damage, although no injury accrued from any danger of, or accident of, the seas. And particularly in relation to a quantity of salt on board of said vessel these respondents say, that the same was shipped on the second deck by the charterers aforesaid, with whom the libellants made their contract of freight; that the weight of said part of the cargo was indispensable to steady the ship and prevent injury to the cargo in the hold. And above all, these respondents say, and are ready to maintain and prove, that all access between the decks on which said salt was stowed, and the hold in which was stowed the goods of the libellants, was wholly and effectually cut off, and was independent of the cargo in the hold, and had no effect upon the same, more than if it had been stowed in a distinct ship; and the said salt was well stowed in the ordinary and customary part of the ship, and had nothing to do with any other part of the ship, according to the approved usages of other vessels trading from Liverpool to ports of the United States of America, and was, or might have been, well known to the libellants or their agents.

Ninth. These respondents admit that they have not paid any of the damages alleged to have been sustained by the libellants, and they utterly deny any privity with libellants, or that they made any contract with them, or are in any way liable for the way and manner or kind of merchandise put on board of the Martha for said voyage by the charterers, especially as the same was well stowed, according to the usage of the trade; and they deny that any damage did accrue from any bad management, neglect, or default of the master or crew, or any defect in the ship.

Tenth. That the said alleged damage, to the extent and amount alleged, did occur, these respondents do not admit; and if in any way responsible therefor, they will require the same to be fully established by competent evidence.

Eleventh. That this honorable court has not jurisdiction, and ought not to proceed to enforce the claims alleged in the libel aforesaid against the said ship, or against the respondents intervening for their interests therein.

Twelfth. That all and singular the premises are true; in verification whereof, if denied, these respondents crave leave to refer to the depositions and other proofs to be by them exhibited in this cause.

Wherefore the respondents pray, that this honorable court would please to pronounce against the libel aforesaid, and to decree a restoration of the said ship to the respondents, and to condemn the libellants in costs, demurrage, and damages sustained by these respondents from the arrest and detention of their said vessel, and otherwise right and justice administer in the premises.

BENJAMIN F. HUNT & SON,
Proctors.

AB'M RICH.

Affirmed and subscribed before me, 7th February, 1848.
H. Y. GRAY, *D. C.*

Answer of Master.

UNITED STATES OF AMERICA,
South Carolina district.

In the court of admiralty. To the honorable R. B. Gilchrist, district judge of the United States. In the matter of the ship Martha.

And now Richard Rich, now and late master of the ship Martha, who has been impleaded with Abraham Rich and James Harris, owners of the said ship Martha, appears before this honorable court, and for himself alone, as master of said ship, for answer to the libel and complaint of the South Carolina Railroad Company against the said ship, and also against the said Richard Rich, individually and personally, alleges and articulately propounds as follows—not for the owners, but for himself:

First. That the respondent now is, and was at the time alleged in the articles of the said libel, master of the ship the Martha, then lying and being in the port of Liverpool, England.

Second. That on the 12th of August, 1847, this respondent entered into a charter with Focke & Bault, ship brokers of Liverpool, whereby he chartered the ship Martha for a voyage from Liverpool to Charleston, in South Carolina, at the sum of (£450,) four hundred and fifty pounds sterling, for the voyage, and stipulated, on his part, to receive such lawful cargo as would load said ship to fifteen feet three inches of water on even keel, if required. The amount of the freight list to become due in Charleston to the extent of (£450,) four hundred and fifty pounds, was to be received in Charleston, if so much was due; if not, the difference was to be paid in cash at Liverpool. Thus fully and completely letting and hiring said ship to said Focke & Bault for said voyage, according to the stipulations of said charter party. A counterpart whereof is ready to be produced as evidence, and is now in the hands of this respondent's proctors; and gave up the entire use and control of said ship to the charterers under said charter party.

Third. That this respondent did, in all particulars of the stipulations in said charter party to be performed on his part, fully comply therewith. The said ship was staunch and sound, and in every respect well manned and equipped for the said voyage, and capable of carrying the cargo stipulated for; dangers of the seas and navigation only excepted.

Fourth. That in pursuance of their contract the said charterers, of themselves, procured a cargo, and the same was put on board, and well stowed, dunnaged, and packed, according to the approved usage of other vessels loaded at the said port, and bound on a like voyage. The dry goods and iron were stowed in the lower hold, the said Martha having a second deck; and the hatches of the lower deck were duly secured, fastened, and caulked, so as fully and effectually to prevent all and every access to said hold.

Fifth. That it was indispensable to the safety of the navigation of said ship that a sufficient weight between decks should be placed there, to prevent the said ship from rolling and laboring in the course of her navigation. And the said charterers, of their own will, and by and under their own orders, caused a cargo of Liverpool salt, in good dry bags, to be stowed, part forward and part aft of the main hatch, where it was duly dunnaged, and placed on mats in a skilful and seamanlike manner, and according to the usage and custom of vessels at that port.

Sixth. That said salt was safely carried to Charleston, and there delivered in perfect order, without any melting, weeping, or wasting, or injury to the sacks. And when removed from the between decks where it was stowed, the dunnage, mats, and decks were in good order, and not a vestige of water, proceeding from said salt, was visible; and to so much of the libel as states that the said salt was so badly or unskilfully stowed as to cause damage to the cargo in the lower hold, this respondent directly and peremptorily denies that the same is true, and

claims that due proof, if insisted upon, should be made thereof according to the course of the court. And this respondent avers from his own personal knowledge, that said salt was stowed so as to be entirely independent of the cargo in the lower hold, and had no communication with it, and did not injure and affect it, and was stowed in a right and proper place, and according to the usage in like cases.

Seventh. That pursuant to his charter this respondent set sail from Liverpool with his vessel and cargo in good order, and shortly after met with tempestuous weather, which caused his ship to labor hard, and leak so as to require severe labor at the pumps, and during all this time officers and crew used their best efforts to free her. All which will more fully and at large appear, by the protest of this respondent and his officers, duly extended according to usage, and to which due reference is craved as part of this answer, and which is filed as part and parcel thereof.

Eighth. That the said dangers of the seas caused a dampness and wet in the hold, which did not extend to the salt between decks; and the great change of temperature caused by passing from a high northern latitude to the south caused a steam in the hold, which produced all the damage which did accrue, which was slight and inconsiderable; and the said libellants received their said goods, and have had the same in the sole custody and control ever since.

Ninth. That if any damage at all accrued to the cargo, the same must have been inconsiderable and slight, from the fact that the free use of the pumps prevented the water made by stress of weather from covering the cargo, and the spray and steam only got to the cargo; and if any attempt is made to charge this respondent personally with such damage, he will require the same to be fully proved.

Tenth. This respondent avers that in the loading, stowing, navigating, and conducting the said ship Martha, during her said voyage, he conducted himself in a seamanlike manner, and that the damage alleged by the libellants to have happened to any part of the cargo was caused by stress of weather and the dangers of navigation, according to the exception in the bill of lading, and not from any imperfection, want of skill, or diligence of this respondent, as in the said libel is falsely alleged and pleaded.

Eleventh. That all and singular the premises are true; in verification whereof, if denied, the respondent craves leave to refer to the depositions and other proofs to be by him exhibited in the cause.

Twelfth. That the subject matter of the said libel is not within the jurisdiction of this honorable court.

Wherefore this respondent prays that this honorable court would please to pronounce against the libel aforesaid, and to condemn the libellants in cost; and otherwise right and justice to administer in the premises.

BENJAMIN F. HUNT & SON,
Respondent's proctors.
RICHARD RICH.

Sworn to before me, this 7th February, 1848.

H. Y. GRAY, *D. C.*

Tuesday, 8th February, 1848.

The court met and was opened as usual.
Present, his honor R. B. Gilchrist.

LAMBERT and Brother and others
vs.
The SHIP MARTHA.
} Libels—damage to cargo.

Present, the honorable M. King, Mr. Petigru, and Mr. Hayne, for the libellants; Colonel Hunt, Mr. Memminger, and Mr. McCrady, for the respondents.

Mr. Petigru read the libel.

Mr. Hunt read the answers of the master and owners.

Sundry bills of lading produced in evidence.

Captain J. Ross and Captain J. Clark were sworn and examined on the part of the libellants.

The court then adjourned.

Wednesday, 9th February, 1848.

The court met and was opened as usual.
Present, his honor R. B. Gilchrist.

LAMBERT & Brother and others
vs.
The SHIP MARTHA.
} Libels—damage to cargo.

The same counsel attended as on yesterday; the following witnesses were sworn and examined on the part of the libellants, viz:

1. Capt. Chandler; 2. Theodore Gaillard; 3. Mr. Gravely; 4. A. Holmes; 5. J. R. Van Vechten; 6. Dr. Shepherd. Certain articles of the cargo of the Martha were produced in evidence and allowed; being the articles referred to in Professor Shepherd's testimony.

The court then adjourned.

Thursday, 10th February, 1848.

The court met and was opened as usual.
Present, his honor R. B. Gilchrist.

LAMBERT & Brother & others
vs.
The SHIP MARTHA.
} Libels—damage to cargo.

The same counsel attended as on yesterday. The following witnesses were sworn and examined on the part of the libellants, viz:

J. M. Stocker, Henry Cobia, John Robinson, Captain Tucker, John McNellage, and J. R. Van Vecten, (recalled.)

The court then adjourned.

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Friday, 11*th Feb'y*, 1848.

The court met and was opened as usual.
Present, his honor R. B. Gilchrist.

LAMBERT & Brother and others
vs.
The SHIP MARTHA.
} Libels—damage to cargo.

The same counsel present to-day as yesterday. The following witnesses were sworn and examined on the part of the libellants, viz:
A. McDowall, J. Miller, J. Balfe, J. F. Blacklock, W. B. Heriot, and E. B. Crews.

Testimony on the part of the respondents.

Captain Charles Blake was sworn and examined.
The court then adjourned.

Saturday, 12*th February*, 1848.

The court met and was opened as usual.

Present, his honor R. B. Gilchrist.

LAMBERT & Brother and others
vs.
The SHIP MARTHA.
} Libels for damage to cargo.

The same counsel were present as on yesterday.

Testimony for the defence.

The examination of Captain C. Blake was resumed. T. J. Kerr was sworn and examined.
The court then adjourned.

Monday, 14*th February*, 1848.

The court met and was opened as usual.
Present, his honor R. B. Gilchrist.

LAMBERT & Brother & others
vs.
The SHIP MARTHA.
} Libels—damage to cargo.

The same counsel were present as yesterday.

Testimony for the defence—continued.

The following witnesses were sworn and examined, viz:
Thomas H. Croft, Joseph Snow, Thomas Pritchard, J. C. Jervey, Captain W. Cutts, Captain J. Welsman, Charles Hubert, J. Freeman, and J. Clark.
The court then adjourned.

Tuesday, 15*th February*, 1848.

The court met and was opened as usual.
Present, his honor R. B. Gilchrist.

LAMBERT & Brother & others
vs.
The SHIP MARTHA. } Libels for damage to cargo.

Testimony for the defence—continued.

The following witnesses were sworn and examined, viz:
1. Joseph Polester; 2. J. Nabb; 3. Jas. Chapman; Capt. Nabb, (recalled;) James Torrent, and J. E. Snow, (recalled.)
The court then adjourned.

Wednesday, 16*th February*, 1848.

The court met and was opened as usual.
Present, his honor R. B. Gilchrist.

LAMBERT & Brother & others
vs.
The SHIP MARTHA. } Libels—damage to cargo.

The same counsel were present as on the preceding days.

Testimony of the defence—continued.

The following witnesses were sworn and examined, viz:
Joseph Leland, Thomas Noland, J. Marsh, jr., and Capt. Greaton.
Col. Hunt then moved for the publication of certain commissions.
Ordered accordingly.
The testimony of the following witnesses, examined in Boston under commission was then read, to wit: G. K. Sampson, Benjamin Bangs, John H. Pearson, S. W. Swett, J. J. Bowditch, J. S. Dimmock, Benjamin A. Gould, S. R. Allen, B. T. Reed, Wm. Appleton, Caleb Curtis, and R. G. Shaw.
The court then adjourned.

Thursday, 17*th February*, 1848.

The court met and was opened as usual.
Present, his honor R. B. Gilchrist.

LAMBERT & Brother and others
vs.
The SHIP MARTHA. } Libels—damage to cargo.

The same counsel were present as on the previous days.
Col. Hunt resumed the reading of the testimony of witnesses examined by commission in Boston, to wit: J. M. Atkins, T. Lamb, A. C. Hersey, T. H. Perkins, J. G. Dickson, and R. B. Edes.
The court then adjourned.

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Tuesday, March 28th, 1848.

The court met and was opened as usual.
Present, his honor R. B. Gilchrist.

LAMBERT & Brother and others
vs.
The SHIP MARTHA.
} Libels—damage to cargo.

The same counsel attended as on the preceding days.
Col. Hunt then moved for the publication of certain commissions. Ordered accordingly.
Whereupon the testimony of the following witnesses, examined under commission in New York, was read, viz: 1. Wm. C. Nelson; 2. Anthony F. Moffat; 3. Thos. H. Meny; 4. Joseph Ellis; 5. Alexander J. Cartwright; 6. Robert Kermis; 7. Samuel Candler; 8. Frederick Dimon; 9. Roswell Sprague; 10. Charles Minturn; 11. Samuel J. Waring; 12. Edward Hammond; 13. Thos. Dunham; 14. Franklin H. Delano; 15. Albert Woodhall; 16. Henry Grinnell; 17. Robert B. Minturn; 18. John A. Robinson; 19. Moses H. Grinnell; 20. Richard H. Tuttle.
The court then adjourned to to-morrow at 11 o'clock, a. m.

Wednesday, March 29th, 1848.

The court met and was opened as usual.
Present, his honor R. B. Gilchrist.

LAMBERT & BROTHER and others
vs.
THE SHIP MARTHA.
} Libels—damage to cargo.

The same counsel attended as on the previous days.
Mr. William Bird was sworn and examined, and Mr. James Marsh, jr., and Mr. Van Vechten were recalled and examined.
The court then adjourned to to-morrow at 10 o'clock, a. m.

Thursday, 30th March, 1848.

The court met and was opened as usual.
Present, his honor R. B. Gilchrist.

LAMBERT & BROTHER and others
vs.
THE SHIP MARTHA.
} Libels—damage to cargo.

The same counsel attended as on the previous days.
Mr. Hayne was heard on the part of the South Carolina Railroad Company.
Mr. King was heard on the part of the libellants.
Col. Hunt was heard on the part of the claimants of the ship Martha.
The court made the following order:

1. Lambert & Brother, J. Gravely, Barnwell & Ravenel, W. & J. Adger, and A. Moffet & Son,
vs.
The Ship Martha.

2. Roosevelt, Hyde & Clark,
vs.
The Ship Martha.

3. Dick & Crews
vs.
The Ship Martha.

4. William L. Timmons
vs.
The Ship Martha.

5. J. Adger & Company
vs.
The Ship Martha.

6. A. Gordon
vs.
The Ship Martha.

7. Morton & Courtney
vs.
The Ship Martha.

8. Watson, Johnston & Co.,
vs.
The Ship Martha.

9. Samuel N. Hart
vs.
The Ship Martha.

Ordered that these cases be consolidated.
On motion of Petigru and Lesesne,
The court then adjourned to to-morrow, at 10 o'clock.

Friday, 31*st March*, 1848.

The court met and was opened as usual.
Present, his honor R. B. Gilchrist.

Lambert & Brother and others
vs.
The Ship Martha.
} Libels—damage to cargo.

The same counsel attended as on the previous days.
Mr. McCrady was heard in behalf of the claimants of the Martha.
Mr. Memminger was heard on the same side.
And Mr. Petigru was heard in reply for the libellants.
The court then adjourned.

Thursday, 16th December, 1847.

LAMBERT & BROTHER and others
vs.
THE SHIP MARTHA.
} In open court.

Present, Mr. King in behalf of the libellants, and Mr. Hunt in behalf of the owners of ship Martha.

Captain George Barton, master of the ship Denmark, of Providence, sworn; has no connexion with, or interest in, the ship Martha. He went on board of the ship Martha, at the request of Captain Rich; the cargo was more than half out; the port wardens were present, but does not know whether any of the consignees of the goods were present. The port wardens were Mr. Blake and Captain Ross, and Mr. Clarke; the first time he went on board there were two port wardens present; the second time there were three or four present. The cargo in the ship, at that time, was most of it more or less stained. The casks of hardware were rolled over, and the bottoms of them were more stained than any other side; he thought it must have proceeded from the dampness and steam of the hold; it is a fact that some vessels do steam in spite of all the captains can do; has found it to be so from his own experience; he has known dry goods put into a hold considered good and tight, injured much by steam, and could be accounted for in no other way; when he saw the vessel, the salt had been removed, except one or two broken sacks. It is not an unusual thing for vessels loading at Liverpool to take in a cargo of salt between decks; captain never carried salt along with other cargo; has carried a full cargo of salt; has known it to be done in other ships; knew it to be done by the Denmark, when under another master; in a late voyage from Liverpool to Boston she had sack salt between decks, with an assorted cargo; chiefly hardware in casks and railroad iron; Captain Barton has been going to sea over 20 years, and master of a ship 13 or 14 years. The lower deck of the Martha looked sound and in good order, but he didn't try the seams; the second deck is generally made equally tight and strong as the other deck, with scuppers to let water off; if witness had not heard of this case, he would not have thought it bad stowage to take in a cargo of salt between decks as the Martha did. When asked if he would have taken salt between decks if he had not heard of this case, says he would not.

Cross examined.

He never carried salt between decks, when he had an assorted cargo; therefore, he has no personal experience of the effect of so doing; he examined the lower deck, without trying it; but he went to all the darkest parts of the hold, and could see no light between any planks, although it was quite light above; he did not examine the seems otherwise. The casks which were rolled over were stained most of them underneath with spots; in some of them the heads were stained. In the case of the Denmark having salt between decks, she had very few

dry goods on board, and he don't know where they were stowed; the iron was stowed fore and aft the hold; she had about 30 days passage at that time. When he visited the Martha, the port wardens attended him in his examination.

There was room for him to walk in the lower hold upon the cargo which was left; saw no salt encrusted on the casks; he made no experiments to find whether there was salt on them; he knows that vessels are some times advertised in Liverpool to take no salt; he supposes they expect a higher rate of freight; he supposes, but does not know; can't tell whether goods are damaged by steam or by salt; the sides of this vessel inside between decks seemed to be newly painted; they went over the vessel in their survey according to their own suggestions; there was no one directing them; he could not perceive where the salt had been placed by any traces left; the cargo which he saw on board were crates and casks and railroad iron; no dry goods; a few boxes thinks marked guns.

In reply.

He only saw, when he looked up, the dampness usual upon decks, but no appearance of salt; he could see cobwebs; there was light enough in the hold to have seen crust of salt, if any were there.

On his second visit he saw drops of water formed on the under side of the upper deck.

GEORGE BARTON.

Sworn to before me.

H. Y. GRAY, *Clerk.*

Captain John Gaskin, master of the Roger Sherman, of Bath; has no interest in the Martha; went on board of Martha at [the] request of Captain Rich, on the same day that Captain Barton paid his first visit; paid attention to the lower deck; saw no difference between the appearance of the deck where the salt was said to be stowed and the other parts of the deck; the deck looked no more damp than other ships; never has seen hardware in the hold of a ship; has been engaged in the East India and South American trade; vessels passing from a colder latitude into a warmer, after stress of weather, he has known frequently to generate steam in the hold; knows that some vessels do steam more than others; and the cause of it he don't know; he saw that there were two scuppers on the lower deck to let water off; if water had been generated there, the scuppers would have been sufficient to let it off; has been to sea 20 years.

Cross examined.

Captain Lawrence, of the ship Meteor, accompanied him in the examination of the Martha; he saw water generated on the upper deck, but none on the lower; he examined the lower but did not try them; it was pitched; don't know whether the pitch was fresh; the sides between decks were newly painted; don't know whether the top was; there is room to walk between decks; the ship was well ventilated then;

the lower hold was probably one-third full of cargo then; rolled over the casks, saw them stained; did not know whether it was salt or not; arrived at Liverpool after the Martha was up; he took in a part of a cargo of salt and coal; had a few [3] boxes of dry goods offered, he declined to take them for fear of detention; the salt was not an objection to his taking them; his salt was mostly in the hold; if he was sure of his lower deck being tight, with scuppers, he would consider it good stowage to stow salt in sacks between decks, with dry goods in the lower hold; never carried a general cargo between England and America.

JOHN GASKINS.

Sworn to. H. Y. GRAY, *D. Clerk.*

Captain Jacob Pike, of ship Bowditch, of Boston, has no interest in the Martha; went on board of the Martha at request of Capt. Rich; about one-third or one-fourth of her cargo was remaining; saw some of the casks rolled over, they were damp at bottom, dry on top, casks of hardware; has had this ship under his command in July, 1845; August or July left New Orleans for Boston with a general assorted cargo; when he reached Boston, found much of the hemp damaged between decks; the cause was imputed to steam; it is not a strange thing for a cargo to be damaged by steam generated in the hold of a ship passing from one climate to another; he has been much in European trade; he has carried three cargoes (as master) of salt in sacks between decks, with a cargo of dry goods below; and as an officer of a ship he has known it also done; no damage occurred in these cases; has been to sea 25 years; if he had a part of a cargo of dry goods under a charter on board in Liverpool, and salt were offered him, he would not hesitate to stow it between decks; the lower deck seemed to be in good order, the seams looked well; he would consider the cargo in the hold as much separated from the between decks, as the latter is from the upper deck; he examined the under part of the lower deck; could see no difference between the part where the salt is said to have been stowed and the other; saw that the plank in some places was wet near the seams; it was a rainy day when he went, the hold was damp; the wet on the plank he thought to be the sap, which in damp weather shows as wet, when the rest of the plank looks dry; such appearances are usual in almost any vessel.

Cross examined.

When witness examined the Martha, several port wardens, Captain Ross, Candler, and Blake, were there; he looked over the vessel alone; Capt. Ross asked him what he thought of this; witness told him he did not come to make any remarks; casks were rolled over, (hardware;) saw spots of damp on the bottoms; he examined the lower decks; did not notice whether the deck was recently paid with pitch or not; did not notice whether the between decks had been painted; the hold was damp as ships usually are; saw the damp spots on the under side of the lower deck; does not know that places crusted with salt will shew in damp weather.

Did not know there was any difference between carrying store salt and common salt.

Don't think there is much difference between climate of Liverpool in October, and ours in November or December.

In reply.

The damp spots on the deck, has seen such in vessels where salt had not been stowed.

Vessels from Liverpool to Charleston are frequently driven to a latitude much farther south than Charleston; he has been driven as far as 25°.

JACOB PIKE.

Sworn to before me, 16th December, 1847.

H. Y. GRAY, *Dist. Clerk.*

Thursday, 6th January, 1848.

LAMBERT & BROTHER and others vs. THE SHIP MARTHA. } Libels—damage to cargo.

Present, Messrs. Hunts and *Mr.* Memminger for respondents, and Mr. Petigru and Mr. Hayne for libellants.

Captain Geo. S. Perry, master of ship Java, of New York, sworn: Has no interest or connexion with the Martha; visited the ship Martha at the request of Captain Rich and the consignee of ship, in company with several ship masters, in order to give his opinion respecting the damage as reported by the port wardens; the cargo, he should think, was two-thirds discharged; the cargo which he saw seemed stained, not wet, at that time; the under parts of packages shewed damage more than upper parts; I looked at the seams between decks; saw no place where he thought water could come through; and saw drops of moisture or steam lodging about her beams, &c., between decks; saw drops on the under part of the upper deck, and also of the lower deck; it is very common to see moisture about the ship in damp weather; it is very common for a vessel going from a cool to a hotter climate, or in passing through the Gulf stream, to generate steam; has known it by experience; has known steam and moisture generated in this way, even when there was no salt on board, going from New York to New Orleans; it is a common thing to take salt in sacks between decks, when dry goods are stowed below; he considers such the best of stowage; he will do so when next he takes in cargo at Liverpool; he will take salt between decks if he has cargo below; if he had railroad iron, and such like goods in the hold, he would think it proper to put salt between decks, to relieve the ship from laboring in the sea, and that it would conduce to the safety of the cargo below; the salt had been taken out before he visited the ship, probably a few days before; he tasted the drops, they were brackish; thinks they may have tasted so from the ship's having been salted, as is common in order to dry up the

sap in a new ship; the drops were not briney, but brackish, not perfectly fresh; he tasted the drops of the under part of the upper deck as well as of the lower; both were similar in taste and brackish; the lower deck was dry and clear, so dry and clear that it would not have dripped and left drops below by dripping; the moisture from sack salt would have made the deck tight (such a deck as that was) if it had been loose before; in vessels of this class between decks is as good and tight, as well laid, caulked and pitched, as any part of the ship, and is as well protected as the upper deck; the under deck of this ship looked as good as the upper, and as good as ships generally are; turned over some barrels which seemed to have iron chains in them, the barrels were stained underneath; the steam is condensed into drops on the upper part between decks and falls from thence on the parts below; there are scuppers between decks of this ship.

Cross examined by Mr. Petigru.

Don't know the exact day when he first visited the ship; he visited her twice; once in company with three or four ship masters; went first by request of the captain and the clerk of the consignee; the ship was painted between decks; don't know whether it was fresh painted; as far as appearance goes can't tell whether his ship had been painted six months ago or yesterday; did not examine the cutlery to see whether it was hurt by salt; has heard frequently of cargoes being badly damaged by steaming where there was no salt; has known it to occur in his ship, Java, on a voyage from New York to New Orleans; he had an assorted cargo, liquids and dry goods; the goods were damaged by steaming of the ship; the furniture and frames of looking glasses were damaged, and some 30 or 40 packages of goods were hurt; the consignees received them; supposes the underwriters paid the loss; the ship never paid the loss; when goods go on board sound and come out injured, the owners must look out for remuneration somewhere; the generation of steam takes place frequently, mostly in ships built of green timber; the drier the ship the better it is; in India voyages, the management of a ship is different; they take off the hatches every day or two and air the ship; it is unsafe to do this on a voyage from Liverpool to Charleston, this ocean being more dangerous; would not put molasses between decks, it would open the seams; salt in sacks would not drain, as he has never seen it to do so.

Cross examined by Mr. Hayne.

Knows no difference between course and fine salt, as to its becoming liquid and like brine; the only instance that he remembers of a ship steaming is that of the Java; has heard of other ships hurting the cargo by steaming; has been 35 years going to sea; a ship passing from high to low latitudes, is a common cause of generation of the steam; in the instance of the ship Java, don't know the amount of damage that was done; it might have been two or three weeks after the arrival of the ship Martha here that he went aboard; Captains Pike and Gaskins were present when he visited; the under part of the deck showed drops.

In reply—examined.

A ship of green timber would steam more than one of seasoned; these sacks of salt could not have drain ed so as to hurt the cargo, without their showing it by a diminution of weight; the sides of the ship were painted, not the deck, where the salt had been stowed.

GEORGE S. PERRY.

Sworn to. H. Y. GRAY, *Clerk.*

February 8th, 1848.

Captain James Ross, sworn: Is a port warden of this port; made a partial survey of the Martha upon her arrival; went on board on the 15th November, 1847, shortly after the lower deck hatches were taken off; they were discharging goods, some marked [A;] these bales were wet, damp; went down in the hold, very little of the cargo then out; looked at the seams close to the hatchway; seams of the lower deck; they were dripping; he tasted the drops, they tasted like brine; went off, then left two port wardens there; Captain Blake and Richard Clark, both port wardens, were present at that time; he examined no more goods than those marked [A;] did not stay more than half an hour; left Mr. Blake and Clark. Returned there on the 17th; he was called there, because of a dispute between Mr. Blake and Mr. Clark, as respects the cause of damage, and witness and Mr. Candler were called in; on the 16th no cargo was discharged; on the 17th he went down into the hold with a light, the mate went with him; is not certain whether Mr. Clark went down; he examined the stowage; she was excellently stowed; rail-road iron at the bottom of all; some of the hardware, pots, &c., were rusted, and on some of the cases or boxes the brine was dripping; there was much damp all about; the salt was dripping on the boxes of goods which were stowed forward of the main hatch; the plank was dry except about the seams; the brine was dripping through them [on] the goods then discharging; the report of them was taken by Mr. Blake and Mr. Clark; the goods that he saw in the hold were quite wet; the salt had been removed before he got there; he did not try the seams; they were painting the sides of the between decks; the seams looked well enough; there were stains of wet left from the salt; he tasted the drops, and they were salt brine; it is easily distinguished from the taste of sea water; Capt. Clark and Candler believed the drops to be brine from the salt and so did witness. Witness examined the log book; saw no marks of water having got into the hold; the vessel seemed a very staunch vessel; witness went aboard on the 22d, saw them moving casks, they were damp; the ceiling of the vessel looked dry then; there were about 57 casks stowed on top railroad iron; some of them were damp; by ceiling, is meant sides of the vessel; the damp on the casks was on the bottom, not on the top or sides; seemed dry on top; he did not see incrustations of salt on the seams of the lower deck; saw damp and brine dripping through; the goods generally in the hold through the whole way were damp, and there were incrustations of salt on some of the hollow ware.

2744

Cross examined.

Witness is a port warden; duty of a port warden is to survey a vessel and goods; his commission is from the mayor; it is a State affair; has no power from the United States. When he first saw the vessel the hatches were open; the hatches of the lower deck were removed that day; saw some dunnage and mats in the between deck, no salt. On the 15th, saw the surface of the second deck only; saw in passing, did not examine it; he did not examine the mats to see if they were wet; subsequently after the mats were removed, saw the deck damp where the salt had been; the mate pointed out the parts where the salt had been; brine may go through the bags, and yet they look dry to the eye; but salt can't be dry. Capt. Candler and Mr. Clark tasted the drops; has seen steam collect in vessels in bubbles; has tasted it; it tastes like salt water; he did not measure the quantity that dropped; it was not a damp day. About 20 feet forward of the main hatch were stowed railroad iron and casks; did not see the seams damp any where else than where the salt is said to have been stowed; he did not go forward of that line until the 22d; the crates looked dry; he owns a few shares in an insurance company; he did not go with an officer of the insurance company to the ship; does not know whether these parties are insured in our companies or not; he saw no water on the top of the second deck, it was damp; washing the decks with salt water, if they are tight, it won't go through; he did not observe scupper holes; seams are made of oakum and patched over; the brine did drip through the seams; heard there had been salt there, before he saw drops of brine; did not go on board that vessel with Mr. Edmonston; never saw him there; he did not examine the seams to try them; vessel seemed a good vessel; no appearance of straining; was not called on as chairman to report on the state of the between decks.

Examined in reply.

Captain Rich called on witness, and the warrant of survey was ordered at his written request—a warrant to survey the hatches; it is dated 10th November; when witness went on board, on the 15th, Mr. Blake and Mr. Clark were there; he went of his own accord; on the 17th, he went in the same way, and when there found there was a difference of opinion between the other two port wardens, and was told that he had been sent for.

JAMES ROSS.

Captain Richard Clark, sworn: Is a port warden; warrant was signed 10th November to survey the hatches; one port warden examines the hatches, and 2 to examine the cargo; he went not till the 15th; he went by request of Captain Ross; the hatches were taken off when he went; saw lots of boxes and casks of cargo; they seemed damaged; salt drops of brine were dripping through the seams; Captain Blake differed from witness; he thought the drops were steam; examined the ceiling after the cargo was out; on the 22d, saw no marks of water having

passed through them; railroad iron was well dunnaged *as* this floor; saw no marks of the ship having made water; some of the goods damaged lay forward and some abaft the main hatch; the goods damaged lay in places corresponding to where the salt had been; did examine the under parts of the lower deck; in the seams of the deck the salt brine was dripping; he tasted them; these drops were only upon the seams; has been to sea since 1798; he certainly can distinguish the dripping of salt from sea water; by the taste, these were real brine itself; a great many things were damaged; the memorandum was made by Captain Blake, and signed by both Capt. B. and witness; thinks the goods stowed under the hatch *was* less damaged than the others.

Cross examined.

There was a great heat and some smell in the vessel; the hatches were removed same day; there were drops also in the water-way seams; these tasted like brine, too; there was considerable dampness clear forward; has seen a vessel steam, and drops of moisture are formed only; in such a case it is not confined to the seams; can't say he ever tasted drops formed by steam; saw some of the packages, which were stained below and dry on top; did not see the railroad iron unpacked; must certainly have been as much as 10 or 12 buckets of water to have made as much damp as there was on that cargo; the pots were corroded with salt; some of them had from a pint to a quart of water in them; salt will make a dampness every where; will go through seams if not well caulked; did not examine the dunnage; was not there when salt was discharged; Captain Blake was there all the time with witness, except a part of one afternoon; they both of them took an account of the cargo.

RICHARD CLARK.

Wednesday, 9th February, 1848.

Captain Edward Candler, sworn: Is one of the port wardens; appointed last October, 1st time; was called in on the 17th November last, by Captain Ross and Mr. Blake, to decide a difference between Mr. Clark and Mr. Blake as to cause of damage to cargo; went down in the hold, and just forward of the main hatch found some goods, carron ware, damaged, and saw some drops hanging from the seams; tasted them, and found them briny; put his knife up into the seams, and found it enter easily; this is no evidence of the seams being open above; saw no marks of straining; his opinion is, that the damage came from brine passing through the second deck, proceeding from the salt stowed above; has known it always to be dangerous to take salt over dry goods, where the seams are not tight; has known stove salt to be carried between decks by the New York packets, but does not know of coarse salt in sacks having been so carried; did not see the salt in the Martha.

2748:

Cross examined.

On the 17th November, he only examined between the fore and main hatch; was not there more than 15 minutes; on the 22d November, went back; was there from half an hour to an hour; he saw some goods damaged on the top as well as on the bottom; her deck seams looked well; if the seams were so tight that the decks, being washed with sea water, do not leak, thinks it impossible that the salt on them should drain 20 or 30 buckets of moisture; the goods were all well stowed; there was some goods in the wing which were damaged; on the 22d, went through the hold; saw no drops, but the seams saturated; on the 17th, saw only a few drops; the center of the plank was not moist; but few of the seams between the fore and main hatch were not saturated; saw no drops aft of the main hatch at all; saw steam in the booby hatch, on 24th, produced by humid atmosphere; in coming from a cold to a hotter latitude, has not observed this to produce steam or vapor; the way in which this vessel was loaded, she would probably have lost some of her masts, if she had not taken cargo between decks, having had bad weather; was in the Mary & Susan several years, between here and Liverpool; never had his dry goods hurt by having salt between decks; thinks if the decks are tight, there is no danger in taking stove salt between decks; if molasses or sack salt drain, thinks they would leave marks upon the bags or the floor; if the vessel labored so hard as to open the seams, the salt might drain through without reaching the scuppers; it is frequently the case that, after the ship has done laboring, that the seams close up and shew no signs of having been open; thinks the bags would have shown as wet to the eye, if they had drained as much as 20 or 30 buckets; the vessel might labor so that the second deck might be strained, and not the upper deck or the lower hold. If the vessel made so much water as to require the constant use of the pumps, she must have been strained in the hold also; the strain is greater on the second than on the first deck, because the rigging is attached to that part of the ship; did not observe the upper deck; did examine the under part of the lower deck; the upper part of the seams of the lower deck he examined, and they looked very well; did not see the salt; don't recollect that he was particularly requested to report the state of the between decks; never saw a bag of salt aboard a ship look dry to the eye; did not inquire for the dunnage, did not think it necessary, nor did he ask to see the salt; saw no water in the carron ware; there must have been very considerable leakage of the salt to have damaged the cargo as much as it was, but it is impossible to measure the quantity of moisture; the drops he tasted did not taste of oakum.

Examined in reply.

Did not see any seams open in the ceiling or hold; no appearance of straining in the Mary & Susan when he brought the salt with dry goods; he used to be careful not to stow hardware or dry goods under the salt; he was very careful how he stowed, because there was

a prejudice among shippers against a ship taking salt along with dry goods; has known damage occur before, in a similar way, with a vessel carrying salt; instance the case of Gen. Parkhill; knows no other case of his own knowledge; never knew damage to a ship's cargo which had not salt, except in case of the vessel shipping water and leaking through decks. In the case of the Rainbow, the damage, he supposes, proceeded from the waters coming through the booby hatch; it was damaged by sea water; could not account for the damage in any other way; she had had rough weather, but was not dismasted. In the Rainbow, he examined the cargo; saw drops of water pendant on the lower part of the under deck, and there was some water in the carron ware; the Rainbow had less moisture than the Martha; did not taste the drops of the deck of the Rainbow; the Rainbow had no salt between decks.

EDW'D CANDLER.

Theodore Gaillard, sworn: Is a custom-house officer; measurer of salt, coal, and potatoes; the average weight of the salt of the Martha was 185 lbs.; the usual weight is about 200 lbs.; the salt becomes lighter when exposed to the sun; this salt was below the common average; it was Liverpool coarse salt; has known a cargo to average as low as 185 lbs. if the vessels come in in distress; salt frequently weighs more than common average; the sacks are called 4 bushels; never turn out more than 3½.

Cross examined.

The bottom part of the cargo of salt is frequently wetter than the other; witness thinks that wet salt is the heavier; this salt, though weighing less than the average weight, was not lighter than some which he has seen come in good order. The Harriet & Jesse frequently brings salt between decks; it is not unusual, he thinks, to bring salt between decks; his experience is, that the weight of salt at Liverpool is very irregular; weighed the salt at Patton's wharf.

Examined in reply.

About 1208 sacks in the Martha; when he speaks of the average being about 200 lbs., he meant Liverpool coarse salt; the weight of salt is always less here than at Liverpool; a ton in Liverpool is 2240 lbs., and is generally put up in 9 or 10 sacks to the ton.

THEODORE GAILLARD.

Mr. Cowlan Graveley, sworn: Is a clerk of Mr. John Graveley; shows some nut crackers, a part of the cargo of the Martha; they were wet when they came; more rusted now than they were; some of the articles, from the same cask, were sent to Professor Shepherd.

Cross examined.

The goods were insured in England; the nut crackers were not all damaged alike.

COWLAN GRAVELEY.

2766.

Arthur Holmes, sworn: Is an appraiser of the customs; the damage to the cargo of the Martha varied from 5 to 90 per centum; it fell to his duty to estimate the loss; he saw salt, in various packages, to the extent of a teaspoonful in some; tasted it, and it was salt to the taste, eye, and the touch; on all kinds of goods he saw the salt; it was the hardware on which he saw a teaspoonful; tasted the salt also on the clothes, where it was not visible to the eye; did not see the cargo in the hold; all the examinations he made were out of the vessel; all that he examined were at the stores of the importers, or at the appraiser's store; don't recollect whether the packages sent to the store had salt on them.

ARTHUR F. HOLMES.

Mr. Van Vechten, sworn. Is a clerk of Lambert & Brother; saw some of the cargo consigned to them in the Martha; saw some of the cargo of the ship aboard soon after the hatches were removed; went down the forward hatch, passed over the salt to the main hatch, upon his hands and knees; found the under part of the upper deck the paint was not dry, and came off on his cap; went down the main hatch into the lower hold; found some crates, bales, and boxes all very wet; heard a dropping sound while there, as of water dripping; tried to move a bale to see the mark, and found his hand very salt; was in the hold 10 minutes; there was a vacant space between decks aft of the salt; then went off; some days after some linen boxes were sent to the store; saw the cases much stained, and told the draymen to take them to the custom-house; next day or two after saw some wet boxes of linen on the wharf, the wet sides turned up to the sun; sent them to the custom-house; went to the ship a number of times; was down at the appraisers' stores at the time of examining them; found, in many cases, the paper was wet and tasted very salt; he tied up some of the goods in the papers on a dry day, and found afterwards on a damp day that it seemed moist and tasted salt; saw stuff dropping from the beams of the under side of the lower deck; has some experience in dry goods; has been to sea also for about one year; has done custom-house business for a large concern in New York; the goods seemed well stowed in the Martha; don't think it was proper to put salt over the dry goods; thinks that a piece of goods wet with fresh water, the wet is not so apt to penetrate within, as if wet with salt water; the damage to Lambert's goods was from 10 to 60 per cent.; papers shown to witness.

Cross examined.

The bulk had not been broken when he went to the Martha; the hold was very warm and damp; was told that was the day the hatches were taken off; could not see how the salt was dunnaged; the goods stowed in the hold were very close up to the second deck; the boxes damaged in different places, some of top, sides, and bottoms; bale of carpeting was damaged both on head and side; in one crate the side nearest the pump well was damp; saw it in the hold; no goods directly under the main hatch; the goods abreast of the main hatch were damaged;

a bale of which lay nearly abreast of the main hatch, the part of it before the main hatch was more damaged than the part of it which lay abreast of the hatch; in the damage to the carpet, the damage extended on all the folds nearly the whole way through in a spot.

JUNIUS R. VAN VECHTEN.

Dr. Shepherd, sworn. Has been conversant with chemistry 15 or 20 years; is now a professor of chemistry; has examined some articles, part of the cargo of the Martha; examined several screw-drivers; found them to contain extraneous matter adhering to them, and found it to be common salt, carbonate of soda, sulphate of lime, chloride of iron, and iron rust; these are substances which would be formed upon iron by the application to it of solution of common salt after a lapse of a few weeks; the papers exhibited seemed to have been macerated with water; these now dry show the presence of salt on the outer surface to the eye and the taste; another paper he has examined more particularly; this has a saline incrustation, arising from a much stronger solution than he thinks sea water would have afforded. A piece of cloth exhibited has been examined by him, afford marks of having been subjected to a solution of common salt; a piece of cloth (woollen) does not seem to have been subjected to so strong a solution of salt as the paper; head of a barrel exhibited shows marks of a similar solution; another piece of paper, also showing it to be the same solution.

The salt from sea water is not so rich in sulphate of lime, as salt from the mines; he would not expect to find so much sulphate of lime in the crust of salt upon these articles, if they had been caused by sea water.

At a temperature below red heat, common salt would not be vaporized so as to leave a deposit upon cold surfaces; in cases where there is great agitation of the water and the salt may be carried up mechanically in the way of spray; at no heat in the hold of a vessel could sea water, by evaporation, have produced the crust of salt found upon these articles; sea water contains about 3 parts in hundred of saline matter.

Cross examined.

The lapse of time, since the arrival of the Martha, would make no difference in testing the nature of the incrustations on the articles; there is so much of salt on these papers, that he does not think it could have proceeded from sea water, under the circumstances; he would expect, in the case of the leakage of so much from the salt, to find traces of it upon the parts subjacent; never saw a bag of common salt to melt so that water would stream from it, just left simply to the action of the atmosphere; has made no observations upon a large body of salt in an ordinary room; has never made observations upon Liverpool salt put up in sacks; there was nothing found on these articles which might not have come by the action of sea water upon them; though the large presence of sulphate of lime rather led to the supposition that the damage

came from salt; however, this is rather a presumption; a small quantity of a substance is sufficient for a chemist for to determine its nature; but for some uses of life much depends on the bulk and masses.

CHARLES U. SHEPHERD.

Thursday, 10*th February*, 1848.

James M. Stocker, sworn, (on the part of the railroad company;) a paper shown him, acknowledges his signature, and says he was requested by Mr. Bartless, secretary of the Railroad company, to examine with him some railroad iron at the depot; there met Mr. Cobia, who, with him, examined some iron said to have come in the Martha; they thought that the rust upon it proceeded from close proximity to salt or salt atmosphere, and thinks there were some incrustations of salt; not sure of this; there was considerable rust on it; there were other lots of iron about, free from rust and quite clean; there were some parcels of iron there which he had examined some 6 or 9 months previous, which, when surveyed, seemed about as much rusted as this from the Martha, and also injured by salt; but these parcels seemed now much more rusted and scaled over than when surveyed; and he came to the conclusion that the damage had not been rated sufficiently high; the damage in this case of the iron from the Martha he rated at 37½ per cent., and if he had not learned the increase of rust which had accumulated on the preceding parcels, would not have estimated the damage in this case higher than 25 per cent. Mr. Stocker is a merchant; is not well acquainted with the value of iron; the other lot which looked bright had come from Liverpool; has seen railroad and other iron frequently rusted before; except that generally the other seems to have been rusted all over as by exposure to rain; in this case the rust seemed to have formed blisters or incrustations; is not acquainted with the effect of salt on iron except in the one previous examination.

Cross examined.

The survey was made 16th December, 1847, about a month after the arrival of the Martha; don't know whether he surveyed all the iron by the Martha; the bright may have come by her; thinks he may have examined 1,500 bars; don't know whether the damage has increased upon this iron since; the other lot which he spoke of had lain 6 or 9 months in the yard; he could not have told whether this iron was injured by salt, or salt water splashed upon it; don't think, for purposes of utility, this iron was damaged to the extent of 37½ per cent.; he estimated the damage as a merchant, at what the iron might bring in the market, and not how much it might have been hurt for the uses of the company; he saw no damage to this iron except the rust; the rust was only superficial in blisters; the iron was corroded; he only looked at the exterior bars of the pile.

Examined in reply.

The parcels of iron first surveyed by him, he thinks were damaged in a vessel that brought salt; thinks the action of the railroad cars would

only remove the crust and would not affect the corrosion of the rust below; he did not examine all the individual bars; the bright iron alongside, he don't know whether it come by the Martha. The object of examining damage to cargo is to learn whether they shall sell the goods at auction, or assess the damage against the vessel. Mr. Cobia, Mr. Bartless, and Mr. Parker were present at the examination.

JAMES M. STOCKER.

Henry Cobia, sworn. Went at request of Mr. Bartless to examine some rai.road iron at the depôt; two of the parcels were damaged; they thought by salt or salt water; it lay in piles; they examined it all over, and found it all more or less rusted. Mr. Bartless showed him other iron landed 8 or 9 months since, in which the rust had been increasing to $\frac{1}{8}$ of an inch; has seen iron previously rusted by salt or salt water; it looked like this; did not taste the white spots; from the eye he concluded they were salt; all the iron had more or less of the white crust; should not think there would be any difference between the drippings of salt or salt water.

Cross examined.

One of the lots had no injury. It is not an uncommon thing for the Railroad company to have their iron injured by salt or salt water, and they have made reclamation, both from the insurance companies and by remission of duties; this iron did not look different from other lots he had seen before damaged by salt or salt water; some of the bars were injured all over; some in the middle; some in the ends; the bars are about twenty feet; the part of the iron most exposed is that which is most injured.

HENRY COBIA.

John Robinson, sworn. Formerly used to import largely; 30 or 40 years; never thought of stowing salt even in the hold with dry goods, without plenty of dunnage; here he speaks of salt and goods in the hold; when he had ordered hardware, he used to order it not to be brought in a salt vessel; it is bad stowage to put salt over dry goods; most three masted vessels have a between decks; with choice goods and cutlery in the hold, the between decks is not the place for salt; don't recollect any such case; he would have come against the vessel; he seldom ever knew of salt having been brought over dry goods.

Cross examined.

Never knew, of his own knowledge, of goods having been damaged by having salt between decks which were tight and caulked, and well dunnaged; he certainly would not have come upon the vessel, unless there were proof of the salt having dripped through and hurt the goods; believes salt coming out ever so dry will get damp; salt shipped in Liverpool will lose 10 per cent. on its voyage; some will lose more, some less; if it is put up dry, it will lose less; stove salt will lose little.

JOHN ROBINSON.

Captain Richard Tucker, sworn. Has been 10 years a ship master; knows the between decks; it is common to most ships; with choice goods and fine cutlery in the hold, the between decks, if tight, is as good as any other place to stow liquids or salt; never noticed a vessel with molasses, how it was stowed; has carried salt between decks, but not along with other goods; had no cutlery in the hold; though once he thinks had crates in the hold; has heard of ships from Liverpool to New York, with a general cargo, crates, railroad and hardware in the hold, with salt between decks; has never heard the question but once before, (which was the General Parkhill,) of the damage coming from having salt between decks.

Cross examined.

Thinks it safe and good stowage to carry some heavy cargo between decks, when she is heavily freighted in the hold, as with crates and railroad iron; has not taken in many cargoes at Liverpool; they are generally assorted cargoes—crates, coal, salt, hardware, and merchandise generally; great majority of cargoes are iron and hardware; it is very usual to take salt along with assorted cargoes to all parts in the United States; thinks it good stowage to take salt in part of the hold if well dunnaged; even along with dry goods, also in the hold; it must be dunnaged so as to prevent salt from contact with goods; has seen the Martha; her between decks looked well; if the decks were tight and caulked, and the hatches tight, can see no danger in taking salt in between decks, with assorted cargo in the hold; if a ship strains, thinks if one of the decks would open her seams, the other would too; (if a vessel strains so as to make much water, some of the seams must have been opened; between the fore and aft hatches between decks, is a proper place to stow salt; the scupper holes, as marked in the model, are about the real position in the vessel; if the salt had been well dunnaged, yet had leaked as much as 10 or 12 buckets full, it would have run off at the scupper holes; in the rolling of a vessel, the liquid would be more likely, the greater part, to run through the scupper holes, even if her decks were not in very good order; if he were satisfied of the tightness of his deck, would not hesitate to take molasses or salt between decks; salt always leaves a mark of damp wherever it is stowed; supposes the pickle, in dripping off through the scuppers, would have left a stain; there was a line drawn to mark the place where the salt had been; did not see the dunnage; all salt looks damp in the hold of a vessel; when exposed to the air, it becomes dry; has seen cargoes of salt to drain; can't say to what extent; has never observed, to his own knowledge, of salt leaking through the second deck, because, usually, he had also salt in the hold. When he was there, a part of the cargo was a tier of casks and one of crates, above the railroad iron; they seemed dry in passing; a few crates in the wing seemed stained a little; the lower part of the under deck looked as well as usual; the vessel seemed good and staunch; a superior vessel, of good materials, and well put together; did not notice any vapor about the ship when he first visited her; the second

deck is made stronger than the first, with beams and knees, and presumes it is made so because there is a greater strain upon it.

R. H. TUCKER, Jr.

Henry Cobia, (recalled.) Owns a small ship; has occasionally noticed to stowing of cargoes with dry goods and hardware in the hold; don't think it is safe to take salt between decks, because of the penetrating nature; mentions the case of a floor of Mr. Ravenel's store; can't tell whether a deck is tight, without caulking iron or trying the seams with a knife; has never seen dry goods in the hold, with salt between decks; has known salt placed on casks of liquor to diminish the proof.

Cross examined.

Is a merchant, &c.; has never been in command of a vessel; has seen at least 20 or 30 vessels from Liverpool; never had any business or duty in attending to the stowing of cargoes; the floor he spoke of being penetrated as above, had salt and barrels of fish stowed upon it; has never seen one bag of salt to drain as much as 4 or 5 quarts; the liquor he spoke of as having been injured by salt, had salt placed on it; the other barrels of whiskey were not injured; only this one; has known, however, of there being a bad barrel in a lot of barrels of whiskey before; the salt spoken of in Ravenel's store, he don't think that store has been used by this tenant, for salt, more than 2 years; did not know the proof of this particular barrel, he judged of it by the lot.

HENRY COBIA.

John McNellage, sworn. Is acquainted with ships and shipping; has been port warden a good many years; with hardware and dry goods in the hold, between decks over such goods is an improper place for salt; it is wrong to have the dry goods under the salt, because if the seams are not tight the salt will drain through them; remembers a case of the kind, but the seams of that vessel were not tried at that time; it is not usual to attend so much to the seams of the lower deck as to the upper deck; seams moderately tight, will not suffice to prevent salt draining through them, for it will penetrate even plank if there is much sap in it; salt is brought very generally between decks, in vessels from Liverpool to this port; presumes it is not usual to bring salt over dry goods, for fear of the salt draining through; masters of vessels who know their business would not do it; don't know the understanding, but he thinks it wrong to take salt in ships over dry goods and hardware; opinion is derived from seeing the damage arising therefrom; remembers a case of this kind, but not the name of a vessel.

Cross examined.

Is a sail maker; has never been to sea as officer; knows nothing of stowage as a master; all assorted cargoes from Liverpool are damageable goods; if the seams are well caulked and pitched, thinks the salt would go through the sap of the plank rather than through the seam; the caulking of the lower deck will, he presumes, last longer *that* that

of the upper deck, because the upper is most exposed; the quantity of brine, coming from salt, is not enough to run down the scuppers, but will penetrate gradually through the planks and the seams; the weeping of the salt collects in drops, but never runs; the marks of the salt would be visible upon the dunnage; it would first wet the dunnage before it would the deck; if the lower deck were full of salt, you would not see it running in bucket fulls; never knew, in his experience, the draining of salt to show a deposite by spoonfuls of salt after dripping through plank.

JOHN McNELLAGE.

J. R. Van Vechten, (recalled.) Was engaged about shipping, for the house of A. T. Stuart & Co.; was a large portion of his time about ships; generally received dry goods; much from Liverpool; much salt is imported into New York; never saw salt between decks over dry goods; was 6 years with Mr. Stewart; has seen much of the unpacking of cargoes; if the decks are perfectly tight, and the salt well dunnaged, would think it good stowage to put the salt in between decks, with dry goods in the hold; but would think the deck seams must be in the highest order to permit it; never saw a ship's hold sweating like dew, but has seen it in drops.

Cross examined.

Has seen goods damaged by salt; has seen salt so that you could scrape it up with a knife, not so as to take it up in spoonfuls; has seen a white coating, which was salt, upon linens and carpeting, upon Mr. Lambert's goods; could scrape up salt; he did taste it; it was salt; it was visible before he commenced to scrape; has never been master or port warden; whose business it was to attend stowing of cargoes.

JAMES R. VAN VECHTEN.

Friday, 11*th February*, 1848.

Andrew McDowell, sworn (on the part of libellants.) Has been a merchant a number of years, and engaged long in importing of goods; has some knowledge of the manner in which goods are stowed; knows of goods in the hold having been injured by salt stowed between decks; the case of the Empire, in 1841; his own goods, dry goods, were injured; portions of the bales, not all, were stained; in bales of blankets, salt was found upon surface and also within the wrappers; the spots penetrated into the interior; the incrustations were not very large; perceptible to both taste and the eye; made his claim in that case, ($1080,) and was paid by the consignees; saw damage on his own goods, imported in the Martha; did not know at the time how it happened; one bale, the covering was black almost as his hat, so that it must have been covered by salt water or brine of salt; saw no other goods, to examine them, by the Martha; some things make him think the cause of damage was salt water; one of his bales was scarcely hurt at all; instances, also, the General Parkhill, about 2 years ago; he had goods damaged in her; a few packages of woollen goods; there was an incrustation of white

deck is made stronger than the first; with beams and knees, and presumes it is made so because there is a greater strain upon it.

R. H. TUCKER, Jr.

Henry Cobia, (recalled.) Owns a small ship; has occasionally noticed to stowing of cargoes with dry goods and hardware in the hold; don't think it is safe to take salt between decks, because of the penetrating nature; mentions the case of a floor of Mr. Ravenel's store; can't tell whether a deck is tight, without caulking iron or trying the seams with a knife; has never seen dry goods in the hold, with salt between decks; has known salt placed on casks of liquor to diminish the proof.

Cross examined.

Is a merchant, &c.; has never been in command of a vessel; has seen at least 20 or 30 vessels from Liverpool; never had any business or duty in attending to the stowing of cargoes; the floor he spoke of being penetrated as above, had salt and barrels of fish stowed upon it; has never seen one bag of salt to drain as much as 4 or 5 quarts; the liquor he spoke of as having been injured by salt, had salt placed on it; the other barrels of whiskey were not injured; only this one; has known, however, of there being a bad barrel in a lot of barrels of whiskey before; the salt spoken of in Ravenel's store, he don't think that store has been used by this tenant, for salt, more than 2 years; did not know the proof of this particular barrel, he judged of it by the lot.

HENRY COBIA.

John McNellage, sworn. Is acquainted with ships and shipping; has been port warden a good many years; with hardware and dry goods in the hold, between decks over such goods is an improper place for salt; it is wrong to have the dry goods under the salt, because if the seams are not tight the salt will drain through them; remembers a case of the kind, but the seams of that vessel were not tried at that time; it is not usual to attend so much to the seams of the lower deck as to the upper deck; seams moderately tight, will not suffice to prevent salt draining through them, for it will penetrate even plank if there is much sap in it; salt is brought very generally between decks, in vessels from Liverpool to this port; presumes it is not usual to bring salt over dry goods, for fear of the salt draining through; masters of vessels who know their business would not do it; don't know the understanding, but he thinks it wrong to take salt in ships over dry goods and hardware; opinion is derived from seeing the damage arising therefrom; remembers a case of this kind, but not the name of a vessel.

Cross examined.

Is a sail maker; has never been to sea as officer; knows nothing of stowage as a master; all assorted cargoes from Liverpool are damageable goods; if the seams are well caulked and pitched, thinks the salt would go through the sap of the plank rather than through the seam; the caulking of the lower deck will, he presumes, last longer *that* that

of the upper deck, because the upper is most exposed; the quantity of brine, coming from salt, is not enough to run down the scuppers, but will penetrate gradually through the planks and the seams; the weeping of the salt collects in drops, but never runs; the marks of the salt would be visible upon the dunnage; it would first wet the dunnage before it would the deck; if the lower deck were full of salt, you would not see it running in bucket fulls; never knew, in his experience, the draining of salt to show a deposite by spoonfuls of salt after dripping through plank.

JOHN McNELLAGE.

J. R. Van Vechten, (recalled.) Was engaged about shipping, for the house of A. T. Stuart & Co.; was a large portion of his time about ships; generally received dry goods; much from Liverpool; much salt is imported into New York; never saw salt between decks over dry goods; was 6 years with Mr. Stewart; has seen much of the unpacking of cargoes; if the decks are perfectly tight, and the salt well dunnaged, would think it good stowage to put the salt in between decks, with dry goods in the hold; but would think the deck seams must be in the highest order to permit it; never saw a ship's hold sweating like dew, but has seen it in drops.

Cross examined.

Has seen goods damaged by salt; has seen salt so that you could scrape it up with a knife, not so as to take it up in spoonfuls; has seen a white coating, which was salt, upon linens and carpeting, upon Mr. Lambert's goods; could scrape up salt; he did taste it; it was salt; it was visible before he commenced to scrape; has never been master or port warden; whose business it was to attend stowing of cargoes.

JAMES R. VAN VECHTEN.

Friday, 11*th February*, 1848.

Andrew McDowell, sworn (on the part of libellants.) Has been a merchant a number of years, and engaged long in importing of goods; has some knowledge of the manner in which goods are stowed; knows of goods in the hold having been injured by salt stowed between decks; the case of the Empire, in 1841; his own goods, dry goods, were injured; portions of the bales, not all, were stained; in bales of blankets, salt was found upon surface and also within the wrappers; the spots penetrated into the interior; the incrustations were not very large; perceptible to both taste and the eye; made his claim in that case, ($1080,) and was paid by the consignees; saw damage on his own goods, imported in the Martha; did not know at the time how it happened; one bale, the covering was black almost as his hat, so that it must have been covered by salt water or brine of salt; saw no other goods, to examine them, by the Martha; some things make him think the cause of damage was salt water; one of his bales was scarcely hurt at all; instances, also, the General Parkhill, about 2 years ago; he had goods damaged in her; a few packages of woollen goods; there was an incrustation of white

and salt on surface; only a portion of the bale, but extended through; you could gather a spoonful of salt from within it; made a claim in this case, which was paid by a sum compromised; he has given instructions not to bring goods in ships with salt; he will not run the risque if he can avoid it.

Cross examined.

Was never on board the Empire; Higham and Fife were consignees; he thinks the salt was between decks; did not see it there; he does not remember whether in that case they admitted that the seems were open; there was no trial before any tribunal as to cause of damage; don't know whether she had a full cargo or not; an American ship; don't know where owned; the General Parkhill; don't know whether there was any trial as to cause of damage; did not see the ship herself; as to his goods by the Martha, a package of cotton goods and bale of carpet; when goods are injured by stress of weather, it is usual for goods to be partially damaged, and other parts not touched; also goods in some parts of the ship are damaged, and others in other parts not; don't know enough of general navigation to know whether ships do not very frequently bring salt between decks, and dry goods and hardware below; nor does he know of the navigation between Liverpool and the ports of New York and Boston; has never been called to survey a vessel and see the relative position of the salt and goods; port wardens make this kind of survey; the damage to goods speak for themselves; and never saw goods damaged by salt or sea water to have crust of salt and salt within the parcels; don't know whether the Parkhill was in stress of weather; his goods looked as if damaged by salt; the master and consignee thought so too, for they paid him.

Examined in reply.

Almost all importers in Charleston generally make it a rule not to bring dry goods and hardware in vessels with salt, never mind where it is stowed.

Cross examined.

The consignees in Liverpool having instructions not to ship goods in vessels having salt, find out whether the ship is going to take salt or not; where they have no such instructions, they ship in the first good ship; vessels frequently arrive here with salt; coal and salt are the two chief articles which are used for ballast in Liverpool vessels; don't know of a vessel which has had pleasant weather all the voyage, to have her goods injured by salt between decks; don't know what kind of weather the ships referred to had.

A. McDOWALL.

John Miller and John Balfe, sworn, (on part of Railroad company, and Mr. Stocker, recalled.) J. Miller hauled some railroad iron from ship Martha, and delivered it to Mr. Balfe; and Balfe pointed out the

lot of this iron to Mr. Stocker this morning; Mr. Miller brought it from Union wharf; saw some discharged from Martha; Mr. Balfe testifies that it consisted of 1599 bars; Mr. Stocker testifies that the iron he testified about yesterday, was the same Mr. Balfe pointed out to-day; Mr. Stocker thinks the whole of this iron was injured.

JOHN BALFE,
JOHN MILLER,
JAMES M. STOCKER.

J. F. Blacklock, sworn: Remembers the damaged goods in the General Parkhill; he was acting for the agent at Lloyds; it is the business of the agent to certify as to the causes of damage; he declined certifying that this cargo was damaged by the danger of the seas; considers salt between decks dangerous to dry goods and hardware in the hold; is a merchant; has been in business, clerk and principal, for 26 years; a greater part of that time has been concerned in importation of goods from Great Britain; and has had difficulty repeatedly with vessels bringing out dry goods with salt; it depends on stowage of the vessel whether underwriters pay for goods damaged by reason of salt, or damaged any way else; the goodness of stowage is determined by port wardens; the underwriters pay upon their survey; unless the certificate of port wardens is clear, the underwriters won't pay, without suit; they also require a protest to be noted within 24 hours after arrival; port warden's certificate, survey of goods, separating damaged from the sound, with a recommendation from the surveyors as to the damaged part; certificate of the value of the sound; copy of the auctioneer's sales, if sold; and certificate of duties remitted by the custom house; this is the usage of all insurance companies with which he has had to do; he refused to certify the damage in case of General Parkhill, because they did not examine the upper hatches; as far as his experience goes, salt is rarely put between decks, with dry goods and hardware below; it is usually stowed below for ballast; has no knowledge of the penetrating power of salt to open seams; the impression of his concern was so strong as to the danger of salt, that they avoided bringing out goods in a vessel with salt, if they could get another; he surveyed some goods damaged in the Parkhill and found the damage so great, and that the port warden's survey was incomplete, that he refused to proceed in examining them; among these he examined the goods of Mr. Lawtons; all the wrapping to almost every bale was entirely wet, which convinced him it was not sea water; in cases of goods damaged by sea water, he has scarcely seen an instance where they were not injured in spots, and not damp all over; the Parkhill was admitted to have had salt between decks; has been two or three times in Liverpool.

Cross examined.

Did not go on board the General Parkhill; don't know the state of her hold, nor of her stowage; knows the usage of no other ports than this; knowledge derived chiefly of the house with which he was concerned; never been called to examine vessels to determine cause of

damage to cargo; his objection to the port warden's survey in the Parkhill was, that they did not report anything between decks, but reported only after the hatches were open.

J. F. BLACKLOCK.

W. B. Heriot, sworn: Was brought up in an insurance broker's office; knows of damage done to goods; has examined them with a view to making claims; don't examine the goods himself; makes out statements from the documents produced; and when these prove that the damage proceeds from salt between decks, he does not make out a claim against the underwriters; does not make it out, because it is not a loss within the policy under the bill of lading.

Question. Does your experience in adjusting losses between the insurers and owners, enable you to form an opinion as to the propriety of stowing salt between decks over a cargo of dry goods and hardware in the hold?

Answer. It does; his opinion is that it is unsafe stowage.

Cross examined.

He instances the case of the Empire; in the protest of the captain no mention of straining or laboring; and the port warden's survey stated that the damage proceeded from salt stowed between decks and dripped upon the cargo in the hold; also the General Parkhill; did not make out a statement in this case; it was compromised; don't remember any other case of damage arising from salt between decks; don't remember the names of the cases; this is the only case he remembers of damage coming from salt; in that case he made out the statement from positive proof that the salt was the cause of the damage, and not the mere fact of its being stowed in any particular part of the vessel.

WILLIAM B. HERIOT.

Port warden's report in case of the Empire, November 24th, 1841, here introduced by Mr. Petigru in evidence, and read, a copy of which is as follows:

E. B. Crews, sworn: Saw many packages of goods from the Martha; a board exhibited with *with* white incrustation proved to be a cover of one of the boxes of Barnwell & Ravenel; seen other portions of the merchandise with similar incrustations; delivered a board similar to this to Professor Shepherd, with a request that he would analyze it.

Cross examined.

Never saw goods damaged by ocean water to look like this; don't remember that he ever saw other goods than these before damaged by salt.

E. B. CREWS.

Testimony in defence.—Examined by Col. Hunt.

Captain Charles Blake, sworn on part of respondents: Saw the ship Martha after her arrival; is a port warden; was about 28 years at sea;

has been a ship master; almost lived among ships and shipping; first made port warden in 1836; has been so to this time, with an intermission of two years; has been in the habit of visiting and examining vessels; went on board the Martha before the hatches were open; went alone; found the hatches fastened down, caulked, and payed in a seamanlike manner; opened the hatches, found between decks stowed with salt, and also other goods, properly stowed so as not to come in contact with salt; thinks it a proper way to load ship is to put some of the heft between decks, to make her labor less. He thinks it a very common occurrence to take salt in this way; has carried a thousand gallons of water in between decks; the between deck is independent of the upper deck, and any respectable ship master would keep his between decks tight; if the between decks are tight, don't see how there can be any communication between it and the hold; has examined the second deck of the Martha particularly and at different times; he never discovered any places in it where water could go through the seams into the hold; saw the salt on board and while discharging, saw the dunnage on which it was stowed; thinks he never saw salt in a drier condition; has no connexion with the master or owners of the Martha; has examined the second deck of the Martha carefully, and could not find how, and does not believe that the salt dripped through that deck; there was matting and boards under the salt; there was nothing liquid upon them; the boards were a little damp; the deck was dry; can't conceive how the account of the Martha given by Captain Candler, in his testimony, could be possible; the salt near the dunnage looked no more damp than the sacks on the top; the deck and salt looking as he has represented, thinks it impossible for 10 or 12 buckets of brine to have dripped through from the salt; thinks it physically impossible for the quantity of moisture on the goods which he saw in the hold to have come from the salt; the deck is 3 inch plank, southern pine; 4 or 5 inches wide; usual width of decking plank; a seam well caulked and pitched is as impervious to water as the plank itself. Thinks it impossible for the vessel in laboring and opening the seams of the second deck, so as to admit water through them, that they could have closed up and looked as when he saw them; the salt he considered a very dry salt; has been twenty-odd voyages in the Liverpool trade; there were scupper holes on the second deck, if there had been water from the salt, in the leaning of the vessel it would have run off into the scuppers; it is a bad ship builder who would build deck of sap plank, and a bad owner who would permit it; both decks are of good sound timber; bolts for the shrouds are placed above the second deck, which is commonly built stronger than the upper; thinks the lower deck could not be strained, so as to admit water through, without affecting the upper; the lower deck hatches were properly caulked and fastened; saw no marks of water passing through them.

When they opened the lower deck hatches, there was a warm heat, steam, or vapor, arising from the hold; it is a very ordinary thing; notices a ship coming here in the dead of winter from Boston, showed a

great steam when the hatches were opened here, and the goods were damaged; paid a great deal of attention to the stowage of this ship, the Martha, and never saw one better stowed; saw nothing about the cargo indicating negligence.

12*th February*, 1848.

They went below, found the goods injured fore and aft the ship, as they lay in original stowage; no particular parts of these goods were injured more than others; but through the extent of the hold, the salt occupied about one-half of between decks; the model shown him gives a pretty fair representation of the position of the salt; saw in some instances drops of moisture hanging from (the under part of the lower deck, could not tell where the salt had been stowed above) the seams in different parts along the whole of the deck; according to his experience drops formed from moisture in the hold cling to the seams rather than to the other parts of the plank; did not hear any water falling there; is not hard of hearing; if water had been falling could have heard it; it formed like dew; the cargo was damaged some in one place, some in another; found the underground tier of goods generally, and the riding or next tier rather more damaged than the rest; the railroad iron constituted the ground tier, where it was packed; and the ground tier of the goods where the goods were, the ground tier was more damaged than the others; he did not see the upper tier protected the under; the damage seemed to have come from below and not from above; sometimes in case of a ship straining at sea, she opens her seems below, and sometimes in her upper works; if the seams are open below water you can't see them; did not examine the log book; his opinion, when he first saw the damage, was that it proceeded from heat or steam, or causes unknown to him at that time; but taking it for granted that the vessel had had bad weather and took in water, does not think that water could have damaged the upper tier, but that it was caused by heat and moist atmosphere; thinks if she had 30 days instead of 50 or 60, there would have been less damage; thinks she would have had steam, even if she had had a fair voyage; whatever the cause, the damage came up from below; seen a good many cases of steam coming up from holds of vessels; remembers a case of a vessel coming from Boston in cold weather, and getting into the Gulf, raised a considerable steam in her hold; thinks it very apt for vessels coming from a cold to a warm latitude to do so; he was about the vessel until she was discharged, and found no reason to change his opinion that the damage came from below; one time he tasted the drops, they tasted more like fresh than salt water; they were brackish; some borings of the deck introduced which are the borings of pitch pine; if the seams are well caulked such a deck must be water tight; has been on board a few times since cargo was discharged; saw the dunnage of the railroad iron, it was good; he did not see that it was wet; the iron was not worse rusted than he had seen; the ends of the iron that projected beyond where the salt was stowed was most injured, he thought because it was

more exposed to the atmosphere; when there was a difference between him and Mr. Clark about the cause of damage, he requested Captain Candler, Mr. Ross, and Captain Clark to notice the state of the between decks, and to report upon it.

Cross examined by Mr. Petigru.

Don't remember visiting the Martha before the warrant was signed, (10th November;) went at instance of the chairman; went that day or next alone; the upper hatch was caulked and payed; feels the same confidence they were payed as caulked; opened the lower hatches, they were caulked and payed; when they say caulked, generally mean payed also; noticed the salt particularly; met Mr. Edmonston before he went down to ship, and thinks he said the cargo was all damaged; did not request any one to examine the salt with him; Mr. Clark examined the cargo and stowage with him; thinks Mr. Clark saw the salt too; did not call his attention to the dryness of salt; the salt was as dry as any he ever saw; thinks Mr. Clark was there the first day; witness inspected hatches alone; they were taken off before Mr. Clark came; thinks Mr. Clark came before salt was removed; Mr Clark and witness took the numbers of the cargo together as two surveying port wardens; the goods on top were first removed; a great many goods on top were damaged; one large cask, damp and mouldy; saw no incrustations of salt upon goods or boxes; saw the boards brought into court; saw the boxes in the hold; did not taste the incrustations on them; thinks when he saw that box in the hold it was wet, and had no incrustations; did not try any of the damp on the goods to see if it was salt; did not see drops pendant in some places on lower deck; thinks he saw Mr. Vechten there; don't remember when first saw the drops; has seen plenty of drops hanging since the cargo was discharged; thinks the salt was discharged on the first and second days of his going down; the vessel made water; should not think she could have made much water; she could not have leaked enough to injure the goods above the ground tier; can't tell where she leaked; only judges that she leaked a little, because some crates forward were a little wet on the lower side; the upper parts of the goods must have been injured by steam coming up; tried 3 or 4 or more seams of the lower deck with his knife and a caulking iron; tried some seams about the main hatch, some forward, and some of the main hatch; tried the seams 2 or 3 planks from the water-way seam, and others more midships; the seams may be tight in one place, and the oakum loose in another, if the caulker has not driven the oakum equally tight throughout; he found no seams open there at all; thinks there may be 30 seams in the lower deck; did not try the seams of upper deck; did not examine the width of plank of upper deck; thinks probably the width of plank in the lower deck is wider; he calls her a well built ship; thinks her width of beam 28 or 30 feet; 4, 5, some 6 inches, is the usual width of plank; can't tell the day when the dunnage of the between decks was removed; never carried salt between decks; only carried salt once; in

great steam when the hatches were opened here, and the goods were damaged; paid a great deal of attention to the stowage of this ship, the Martha, and never saw one better stowed; saw nothing about the cargo indicating negligence.

12*th February*, 1848.

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bulk about main hatch; and made bulk heads of crates, and carried dry goods and hardware fore and aft; never had any thing to do with molasses; don't see why he should not carry molasses, if his between decks are tight; a deck that leaks is not tight.

Mr. Petigru here introduced a report of witness, dated 25th November, 1847, a copy of which is marked , filed, and in the appendix hereto;

thinks the air between decks partially communicated with the hold, through air holes; no one doubts the penetrating power of salt; although the decks are tight, the air must circulate between the between decks and the hold; if the steam in the hold which arises is fresh, and the goods are impregnated with salt, his theory of cause of damage in this case is wrong; once or twice tasted the drops; don't know on what days; thinks the port wardens were not with him then; it was after the salt was out; don't remember when the difference between Mr. Clark and self occurred; saw no incrustations on goods on board the vessel; remembers the case of the Empire, where damage occurred from salt between decks, because the seams of that vessel were open; could put his knife right through the seams, and she had water standing on the deck.

The salt in the Martha was perfectly dry; the salt in the Empire was wet; he found no difficulty in attributing damage to salt in the Empire, her seams being open, and her salt green salt; can't say whether the salt of the Martha was stove salt or not; did not examine it minutely.

Examined in reply.

In the case of the Empire, the bags of salt appeared damp, and thinks there was water standing on the deck; saw where it run down through the seams into the hold; the damage was pretty much under where the salt was stowed, and evidently was almost confined to the dripping of the salt water upon the goods under the leaks, and the diffusion of damage in the Empire was much less general than in the case of the Martha; witness should think the atmosphere around salt is salter than ordinary atmosphere; saw no means whereby the dampness in the hold could have proceeded from between decks; a few of the crates forward, in the wing, the ground tier of the ship, were damp; thinks from water arising from the leak of the vessel.

CHARLES BLAKE.

Thomas J. Kerr, sworn. Purchased the salt from the Martha; saw it on board, and examined it before purchasing; it looked in good order; he examined it with a view to size of sacks; if he had discovered it to be damp, should have remarked upon it; did not see the damage; saw pile of salt and the deck around it, no streaks of water; was on the wharf while it was discharging; saw no portion of the salt which indicated its having sweated or drained; has been long acquainted with salt; has, in his time, handled a very large quantity of salt, in purchasing, storing, and carrying it on freight in pole boats; from his experience in

salt, and from the appearance of the bags should think it improbable that they have leaked much moisture through into the hold; has frequently seen difference in appearance of ordinary Liverpool salt as to wet and dry; this was very dry; this salt could have been reshipped in steamboats or pole-boats with impunity to other goods, keeping them separate; salt that has drained this deck, so as to injure goods, would shew dampness on the sacks, and also on the deck; never saw an instance of a pile of sack salt dripping a bucket full of water; from his acquaintance with storing, never knew salt to leak through a good pine floor.

Cross examined.

Don't know the weight; this was coarse salt; stoved salt is rarely imported into Charleston; has known salt to impregnate a floor; never knew it to drip; has frequently bought salt from between decks of ships; don't know what was stowed in the hold; it was landed in dry weather; don't know what salt loses in weight between Liverpool and Charleston; the sacks vary in size, from 9 to 10 to the ton; they usually sell salt here at 9 to the ton; they seldom up to less than 10; bought the salt from Menlove & Co.

THOMAS J. KERR.

Monday, 14*th February*, 1848.

Mr. Thomas H. Crafts, sworn. Is one of the firm of Menlove & Co., the firm to which the Martha was consigned; was not present when the hatches were opened; was there soon after her arrival; don't recollect seeing Van Vechten; saw some of the goods unloaded; compared with other salt, and they have had frequent consignments, this looked in good order; did not see the damage; saw the decks of the vessel, they were quite dry fore and aft, 2 or 3 days after, with the exception of two places, 2 or 3 feet long and 6 or 7 inches wide, which were damp apparently from loose salt from broken sacks; went into the hold; saw the goods extensively damaged; saw bales thoroughly wet; some of them (on second visit) dry on top and sides and wet at the bottom; saw under part of lower deck; saw drops pendent; did not taste them; his conclusion is, that the wet in the hold did not come from the salt; because seams were tight and the deck looked dry, so that the salt could not have leaked; carron ware much rusted, many of the pots were turned upside down, the inner parts of them were crusted, the outer part were not crusted; they had the appearance of not having been moved; saw the pendent drops in several places, and distant from each other; he examined the under and upper side of the second deck, with a view to see if salt could have drained through, and came to the conclusion above given; the injury to goods was general throughout the hold, and not confined to portions; has very frequently had salt come to them between decks; with tight hatches and the decks in good order, has never known damage to accrue; 11½ years has been with the same house, and engaged in Liverpool trade.

The vessel was consigned to them under a charter party; the drier the salt the less the expense both in freight and duty, and they always order out the driest salt; this salt was some 11, some 10 sacks to the ton; but the purchaser was satisfied with the article; it was sold to him so much per bag; salt is sometimes stowed in the hold; mentioned case of British barque Mandane; had salt and goods bagging, both in the hold, well dunnaged and kept apart; the goods were in good order; never has had a case, in his experience, of salt injuring dry goods on board ship; most of the Liverpool vessels bring salt either in the hold or between decks; the case of the Margaretta, the salt was wet and was stowed directly upon the iron, with only matting between them; the salt was so wet it was refused by the purchasers; Focke & Bault, the charterers of the ship, are the correspondents of this house; is satisfied that the damage did not come from the salt.

Cross examined.

Witness produces a bill of lading, 1062 sacks at ten to the ton, ought to be 224lbs. to the sack; 150 at eleven to the ton, ought to be 203lbs. to the sack; according to Liverpool calculation it amounted to 119 tons, and according to Mr. Gallard's tons, making a difference of tons; don't know whether the Liverpool calculation is correct; their house is only the consignees of salt.

Examined in reply.

Salt is sold by sacks, and not by weight; the custom-house measurer makes a very general and not minute survey; if that salt had drained tons of salt, the deck and dunnage, by their witnesses, must have shown evident marks of the fact; Focke & Bault are extensive ship brokers of Liverpool; the sacks of salt here looked full.

THOS. H. CROFT.

Joseph Snow, sworn. Is mate of the Martha; has been 16 months in the ship, and mate; November 5th, 1846, is the first entry in this log; his between decks were well caulked and pitched a year ago this month; they are now in good order; never saw seams caulked without being payed with pitch or lead; took in the salt in good order and clean bags in Liverpool; did not take an account of unloading of it; the salt came not out of the lighters, but out of the stores, though the general way is to take it out of lighters; the salt was well dunnaged, about four inches from the deck; saw the deck afterwards, where salt was stowed; no appearance of marks of water streaming from it; saw only one small place where the deck seemed damp; the mats were slightly damp, and the dunnage underneath was dry; the dunnage was plank athwart ships, and such boards laid fore and aft the ship; they had two very heavy gales 1st and 2d October; they were on the wind; the ship rolled very heavily, and the water broke over them continually, and wind left a very bad sea after it; from the way in which the ship rolled, if she had made water, it must necessarily have washed through the ceiling; has exam-

ined ship since her arrival; found the seams in ship's bend very much opened; ship made a good deal of water; kept the bilge pump going nearly all the time; before the gale, she was considered a tight ship; when we had a gale of wind, she made a good deal more water; thinks some of the goods damaged by sea water, and some damaged by steam; some of the butts are very open; when she left Liverpool she was tight and staunch; saw all the cargo broken out; saw no damage which might not have come from the ship's leaking and splashing the water over the whole of the cargo; from November, 1846, every thing necessary for the good care of the ship was provided; she rates as a first class ship.

Cross examined.

The ship had fore and main topsail on all the time, but close reefed, thinking she would work steadier; shipped a number of seas; supposes it the same thing to ship a sea, as for the waves to make a breach over a ship; one of the camboose doors was knocked out, and a pannel of the other door; all accidents worthy of note are recorded in the log book, and by witness; the ceiling of the vessel showed marks of water nearly up to lower deck at the time when cargo was discharged; saw no marks of water between decks; don't think he ever saw a cargo so badly injured and the ship so little injured; from the bottom to the plank shear he considers the bend, and from the bend to the keel the bottom; the bends of this ship are generally open; the bends were tried, not caulked, a year ago, when the decks were; some of the buts then were caulked; a portion of the upper and all the lower decks were caulked; never saw a cargoe damaged by salt; thinks he has seen a cargo as much damaged as this, a cargo of tobacco, but not so generally damaged as this; the tobacco was wet, (ship Genesee,) the ground tier so bad that the owners would not take it; the appearance of the Genesee was pretty good; no sails carried away, no bolts started, but some seams must have been opened; the passage was from 35 to 40 days from New Orleans to Liverpool.

Examined in reply.

They caulked the second deck more particularly, because they intended to take passengers in Liverpool; they took out the ship timbers to see that all was in good order; in the outward cargo, a few sacks of the lower tier of the outward cargo were wet; caulks between decks about once in $2\frac{1}{2}$ years; carrying passengers expect to have the second deck water-tight.

JOSEPH E. SNOW.

Captain Thomas Pritchard, sworn: Is master of brig Massachusetts, of Newburyport; been to sea about eighteen years; walked on board of Martha yesterday; brought a good deal of salt in his time; has often brought salt between decks; has brought salt in bulk in the hold, and painted his between decks on voyage; has never known salt to hurt the cargo even in the same hold, when it is well dunnaged; no

cargo sweats so little as salt; crates cause sweat more than any cargo; has known them brought down the Mersey in open lighters, and there hoisted them in, and taken in even while it is raining; climate subject to continual change of weather and to rains; his experience is that salt sweats least of any cargo that is taken in; hemp and flax will sweat much, though they appear dry; has known crates sweat so as to cause drops to form on the beams and under part of the second deck; the ship Flavio sailed from Liverpool, found her too stiff, so that they had to remove copper and other things from the lower hold to the second deck; and found her sweat very much; and afterwards, when she struck the Gulf stream she sweated worse, which he accounts for by the Gulf being 75°, and the atmosphere 55 to 60°; in the case of the ship Henry, of which he was mate, he had salt in the hold, and also between decks; did not find any damp produced thereby; there is no impropriety of taking salt between decks with an assorted cargo below; knew of a ship's arriving at Boston with such stowage; never has heard of its being unseamanlike to stow salt in this way; has examined brig Ark now in port with salt upon the ballast, 2000 sacks nine feet thick; there were other cargo with it; the salt did not drain; the matting was damp, but the ballast under it was dry; never heard of salt injuring any goods with which it did not come in contact.

THOMAS PRITCHARD, Jr.

J. Cheves Jervey, sworn: Has been about the custom-house 8 years; took account of marks and numbers of cargo of Martha; is inspector of customs; saw salt between decks; the salt was in good order, no marks of weeping in the salt; the mats a little damp, the deck dry; went below when the cargo was nearly out; few bales from the lower part were wet all over, marked [A;] some partially wet; thinks these goods were damaged in same way as the goods aboard the Carolus, which had salt between decks upon bagging, with only a sail between them; don't know whether the goods in the hold were injured; saw no indications of salt leaking, only the dampness; some of Lambert's boxes wet all over, saw at appraiser's store; did not examine the seams of the vessel; saw the railroad iron a little rusty, not so bad as he has seen it in other ships; saw railroad iron in barque Baring & Brothers, from Wales; she had no salt; the iron was worse than this; you could beat the scales off.

Cross examined.

Saw the salt when it came out of the Carolus; don't know its condition; it was consigned to Mitchell & Muir; don't know what part of the iron in the Baring & Brothers was injured, whether bottom or top parts; it was damaged; she was consigned to Gadsden & Nephews.

J. CHEVES JERVEY.

Captain Wm. Cutts, sworn: Has been to Liverpool; believes that most of the railroad iron from Wales is deposited in Cardiff and Newport exposed to weather, and brought to Liverpool in lighters; it is usual to take in railroad iron pretty well rusted; has taken in railroad

iron lately discharged at New York, which was rusty when he took it in; should not hesitate to take salt between decks, if they are tight, with a valuable cargo below; thinks it good stowage; has seen the Martha; her between decks look very good; did not try them with an iron.

Cross examined.

Has never been engaged in iron business, except in bringing railroad iron; has seen plenty of railroad iron, thousands of tons piled in the open air, and never heard any complaint about the injury done to it by rust.

WM. CUTTS.

Joseph E. Snow, mate, (recalled:) One of the lighters which brought the railroad iron to the Martha sprung a leak, and immersed all of the iron in the water.

Cross examined.

There may have been 300 or 400 bars in the lighter; don't know how long they had lain in the water; there was some water in almost every lighter; believes some vessel that day or the day before had run into this lighter and injured her; he signed a receipt for this lighter's iron, as being wet with salt water; gave the receipt to a man from the shipper; don't remember whether any exception was made in his receipts for the other lighters' iron, because of their being wet.

J. E. SNOW.

Captain James Welsman, sworn: Is a ship owner; stows salt in various parts of his ship, with an assorted cargo below; he has brought salt between decks one voyage; don't know whether the goods were directly below; remembers to have brought over 100 bales of bagging, a very ticklish article, along with a very large cargo of salt, without injury; has not examined the Martha; decks and hatches well caulked and pitched are impervious to water; thinks carrying passengers more dangerous to cargo than salt.

The Harriet and Jesse was salted on the stocks, and frequently salted since; she is 15 years old and good as gold; the Amelia was salted on the stocks, and several times since.

Cross examined.

Thinks it would take 30 or 40 hogshead of salt to have salted the Harriet and Jesse; until this case, would not have considered it dangerous to take salt between decks, with dry goods and hardware below; has known sea water to crystalize and form crusts of salt upon goods where a vessel has leaked; don't know how long the water must rest to do this; thinks it depends upon the air; the board referred to in Professor Shepard's testimony shown to witness, and he thinks the crust on it might be formed by sea water; streets watered with salt water will show particles of salt an hour and a half afterwards.

In reply.

It is not unusual to see salt crusted on the rigging of a ship; has been acquainted with the sea about forty-five years.

JAMES WELSMAN.

Charles Hubert, of the firm of T. Higham & Co., sworn: Has been a long time acquainted with the Liverpool trade; knows that their ships (the Medora) have brought a valuable cargo, and also salt without injury; don't know if it was between decks; they sell salt by the sacks; to be in good order, they must look clean and be well served; never has known salt to drain; they always require their salt to be put up dry; has known dampness under salt stored here, but never any water to run from them; sacks in Liverpool are generally about 220 lbs.; knows nothing of the diminution on the voyage; they commonly judge by appearance of sacks, not by the weight; there was a small reclamation, 15 or 16 dollars, claimed on some goods of Medora; don't know the cause.

In the case of the Empire the deck's seams were open, and he advised the captain to pay the claim; they give no directions to their captains about the stowing of salt, or any other cargo, but leave it entirely to their judgment.

Examined in reply.

Don't remember the particulars of the damage in Empire.

CHAS. HUBERT.

Freeman Clark, sworn: Is a ship builder; he has known salt brought between decks, with other cargo in the hold, to Boston; his experience is that, if the between decks is tight, it is not improper or unusual to take salt between decks in order to trim her; they, the old builders, consider it best to salt the ship upon the stocks; the lower deck is made stronger, because the strain is greatest upon it; in almost all cases of vessels strained, the waterway seam in the upper deck is found to be open; don't remember any complaints having been made against their house with regard to salt; has seen the Martha; she is considered a good ship; her between decks seemed tight.

FREEMAN CLARK.

Tuesday, 15th February, 1848.

Capt. Joseph Polister, sworn: Is master of James Calder; Mitchell & Muir are consignees; trades generally to Liverpool; it is a usual thing to bring general cargo along with salt; he stows in the lower hold and also between decks; salt taken in in good dry sacks, and dry from stores, never knew it to drip; if salt drains, should think the sacks would show the stains; he don't think it unseamanlike to stow salt between decks, if they are tight, with dry goods and hardware in the hold; would not hesitate to do it himself; has been acquainted with the stowage of ships, &c., for 24 years; has been a captain for 12 years;

if salt were well dunnaged and matted, it would not drain through the seams without showing marks upon the deck, and leaving the dunnage wet; never traded from Liverpool to any port except Charleston; never knew salt to damage goods except by contact, or by dripping of salt upon them; considers the Martha a first rate staunch vessel; has brought dry goods and hardware between decks with salt; had salt fore and aft, and other goods in between; there was a space of two or three feet between the salt and the goods, and also dunnage to protect them; the dry goods was subject to the same atmosphere with the salt, and no damage accrued; saw nothing about the Martha to indicate that salt, even if it had drained, could leak through her second deck; has frequently gone on board of other Liverpool packets, and thinks it usual to take salt in this way, and particularly at the north.

JOSEPH POLISTER.

John Nabb, sworn. Has commanded vessels out of this and other ports of United States; is assistant harbor master; has known vessels to take in salt with dry goods and hardware, for various ports of United States; never considered it dangerous to take salt between decks with goods in other parts of the ship; he was taught so to stow it in his apprenticeship; has adopted it in his practice as master, when his hold is freighted with an assorted cargo; salt is desirable cargo for between decks, because it pays some freight and serves well to trim the ship and ease her from laboring; commanded vessels out of Baltimore to Liverpool and Charleston; took in at Liverpool about 400 sacks between decks, with assorted cargo below, and did no damage. He had heavy weather and lost some of his spars; never knew good dry salt to injure the cargo where it did not come in contact; never knew sack salt to weep water aboard ship; it is important to have the salt well dried before sent to Liverpool; no one would take it if it were in wet sacks; went on board the Martha in his office as assistant harbor master; she is first class, well built ship; saw her between decks; loaded as she was, he certainly would have taken salt, and for the benefit of the ship would rather have taken salt than passengers.

Cross examined.

The voyage, when he lost his spars, &c., was 72 days going to Gulf stream; must have been in Gulf in the end of February; was exposed to variations of temperature; had a few crates aboard; ship made some water; a few stauncheons which were broken in the plank shear; out of 72 days he had to lay to about half of the time, (winter of 1829;) one sea started her cut water; struck her with great violence; most of the vessels at that time had to put back after reaching the grand banks; the pumps were frequently worked; in stowing salt between decks, would not think it necessary to pay extraordinary attention to second deck; the second deck should be carefully kept for any cargo; there is no risk in having salt between decks, unless water be added to it.

JOHN NABB.

James Chapman, sworn. Has been in business here a good many years; from his experience—and they had several ships trading to Liverpool—they used to bring salt along with other goods in same cargo; same atmosphere pervading both; (ships Martha, and Harriet, and Jesse;) in ship Nimrod, out in month of December, they once took 3 or 400 sacks of salt from hold and put it between decks to ease the ship; heard of no damage to other goods; he was a passenger aboard; had hatches open nearly all the time; the admission of air prevented the salt from giving or letting; moist air and having salt in the hold and hatches sealed would make s lt give, coming from a warm to a cold latitude; when salt gives, the sacks show it by being wet; if salt were dunnaged, it could not drip through the seams without showing wet on the deck; a vessel—schooner Isabella, from New Orleans—reached here in very cold weather, with sugar and molasses; when hatches were opened, you could gather up water by the bucket full; none of her seams were opened, and she was as tight a vessel as ever floated; the cargo not injured, being immediately removed. Dry Liverpool salt in sacks will not drain, though in damp days the sacks look damp. It is a common thing to bring salt and other goods in same ship.

Cross examined.

Did not taste the water in the Isabella, to see whether it was fresh or salt; it was general all over the deck planks; the oakum which protrudes through the seams present edges on which the drops most readily cling.

JAMES CHAPMAN.

Captain John Nabb, recalled. Says of rolling ships at sea, put a pilot boat into a sea way and she would not blow; but put such a ship as the Martha, and she would blow like a force pump, if the seams of the ceiling were not caulked; they do not usually caulk the seams of ceiling of Liverpool vessels; it would not be safe to do so.

Cross examined.

The blowing is stronger in the hold than the between decks; becomes less and less as it ascends the ship's side; the heavier she rolls the harder she'll blow; has known many vessels damage the cargo by blowing; has had a cargo of rough rice from St. Helena here damaged by blowing, coming in a flat vessel. It was the Belvidera, in the winter of 1829; labored a great deal; the sea made repeated breaches over her; the average damage was a little less than 1 per cent. on the cargo; if she had been a flat ship, the cargo must have been much more damaged. The Belvidera was built upon a pilot's boat's bottom, and not subject to blow; a vessel cannot hurt thoroughly and generally the cargo without springing a leak; it could not damage it so by blowing; all vessels make water more or less; the difference between making water and

springing a leak depends only on the quantity of water made; if the water in a ship decreased after a gale, he would say she had been strained in the gale; if she is strained in her upper works, there will be indications to a seaman's eye of the strain about her water way seams; never knew a vessel damage an entire cargo simply by blowing; when the necessity of attending particularly to the pumps is only confined to the time of the gales, she could not be said to have sprung a leak so as to hurt a cargo generally which is properly stowed.

If the cargo were generally wet and damaged by salt water, fore and aft, throughout the ship, and no severe hurt done to the ship by the gales, he would say the harm must have come from salt water, and the ship must have opened herself like a basket.

A vessel laboring so as to open seams and make much water, they could not close up again so as not to be observed by the eye of a sailor; if they had been open so as to do the damage above, they would give evidence of the fact; thinks that ships which carried out grain last fall have generated a heat and vapor, which has subsequently injured the return cargoes, and also been the chief cause of the ship fever which has so prevailed. That condensed steam is sticking under the decks of the Martha to this day; in his official capacity visited the Martha; on second visit to see if she was in condition to require her being sent into quarantine; afterwards when he visited her and found the vapor less offensive, he did not bring the attention of the board of health to her.

His second visit, 22d November, he only went between decks; heard that the Martha had taken out a cargo of corn last summer to Europe; a cargo of grain, if taken in unseasoned in bulk, will heat and will create a bad vapor in the ship, which will last even on a voyage afterwards; the cold weather would suppress the vapor, which will creep out again when it is warm; a ship is not ventilated as well as a storehouse.

Examined in reply.

The entry of the log 13th September, does not mean quiet and peaceable weather; but the sudden shifting of wind makes a heavy and bad sea; here is a usual and ordinary cause of damage, but the extent may not be understood; entries of log-book in several successive days; these are the causes of damage; but the general dispensation of water throughout the whole cargo could not have come from this alone; the ship would have had to put in some where; vessels with a plenty of water and rolling, will blow most; if she has too much water she won't blow; looking at the ship and reading the log, there is not sufficient cause for the whole of that entire damage to cargo; but it was sufficient to have done a great deal of damage; it would not have left the drops still hanging so long on the under deck. Subsequent days of the log read; he calls bad weather at sea, and would cause a partial damage to cargo; the appearance of the Martha herself, even after these succession of gales, will not account for the extent of this general damage; he never saw any sweat that was salt; if the grain did not heat in this ship, then witness

was wrong; the captain or the mate told him that they took in corn in bags, and that there was a pretty general bursting of sacks; corn gathered in the fall and kept to June, has ample time to dry.

JOHN NABB.

John Torrent, sworn: Is a rigger and stevadore; his men broke out the cargo of the Martha; was there now and then; saw the goods turned out, some pretty damp, wet in spots; Martha looked very well; saw the salt of the Martha in as good order as any he ever saw in Charleston; did not look as if it had drained; saw a part of its dunnage that was completely dry; the mats a little damp in some places.

Cross examined.

When down in the hold saw some of the goods damaged; saw one iron pot with water in it; some of the goods seemed wet underneath, on top not wet at all; there was a kind of fog and wet sweat, saw one or two bales or cases wet on top; did not see when hatches were removed; you could stand up on the cargo remaining when he went below; she did not bring a full cargo.

JOHN TORRENT.

J. E. Snow, recalled: Never told Captain Nabb that the sacks were generally burst; a few of the sacks were loose; there was no heat nor stench from the corn. The ship's ceiling is caulked from the keels on to the bilge, but not above; none of the corn was taken out in bulk; corn appeared dry when taken on board in June in New Orleans.

Cross examined.

Loaded and sailed in June. Don't remember speaking to Captain Nabb about bursting of sacks; they were as good as corn sacks commonly are; some burst probably in sliding them; supposes Captain Nabb knew that corn sacks are apt to burst; it was the Martha's last cargo.

Examined in reply.

Nothing that he said could induce Captain Nabb to say it was taken out in bulk; it did not seem to have heated; the bags were not swelled.

J. E. SNOW.

Wednesday, 16th February, 1848.

Joseph Leland, sworn: Has been in business here about 30 or 40 years; has received salt frequently on consignment from Liverpool; thinks one-half of ships that bring salt here bring a portion between decks, they leave it to the captains to stow as their judgment directs; thinks it proper to have some heavy cargo between decks; has never had a case in which goods injured by salt; knows of the packet consigned to them from Boston; goods are occasionally injured by the ship's blowing, and these packets are first rate vessels; and notwithstanding their blowing so as to damage goods, they come in looking pretty fair after

the gale; thinks ships may blow so as to damage cargo and yet not be hurted themselves; and in such cases go on their voyage again without repairing. When a vessel makes a good deal of water and in bad weather rolls much, it is thus that she blows the water and damages the cargo. The Martha is a very fine ship; the ceiling of ships is not usually caulked as tight as the decks; generally caulked to just above the bilge; the practice is to give them an air streak just above this part; when goods are injured in the Boston packets as described, they always have them surveyed and noted for protest; such damages are commonly ascribed to dangers of the seas, as they arise from stress of weather; such losses are commonly paid by the underwriters; has heard the log book read yesterday, and from such a description should call it stress of weather.

Cross examined.

Has no experience of stowage; can't say he knows of salt ever being stowed between decks over dry goods; never had goods damaged by being in a salt loaded ship; generally in all cases of blowing the damage is distributed throughout the whole cargo, commonly worse at the bottom; never commanded a vessel.

Examined in reply.

In his experience don't know that he ever heard before of a vessel libelled for salt's damaging her cargo; buys from 5 to 7000 sacks of salt a year; judges whether salt is good or not by the external appearance of the sacks; they generally go aboard of vessels to examine the salt before purchasing.

JOSEPH LELAND.

Thomas Noland, sworn: Is foreman of the stevadores who broke out the cargo of the Martha; the damage by wet was all through fore and aft; the bales and boxes were injured, some at top, some at bottom, and some all over; took out the salt; the goods were just as much injured where there was no salt over them; the lower tiers of cargo were most injured; saw no leaks of salt water through the seams of the decks; two of the port wardens were there looking for a leak; don't believe they saw any, for he could not; the decks under the salt and the dunnage underneath were dry; the lower tier of salt was not wet; it was as well stowed and dunnaged a cargo as he has seen for six or seven years; he looked for leaks; could find none; if the salt had leaked through, he could have seen it, for he looked; the seams of the deck were tight as usual; he was there and helped to take off hatches of lower deck; don't know the day; did not hear any water trickling down and dripping; is not hard of hearing; never heard any thing of it till now; the lower hatches were not taken off till the salt was all removed; thinks it very difficult to get from where the salt was piled over the cargo to the main hatch; the main hatch was open; they went down through that; could not see to open lower hatch until main hatch was

opened; the one is directly over the other; there was plenty of room between the hatch and the pile of salt; could walk round the hatch 2 or 3 abreast; there was a little steam, as generally is, when the lower hatches are removed; chock aft in the run, the iron was as much rusted as any where else; don't think the damage came from top at all; as they got down nearer the iron the wetter it was; the railroad iron was wet fore and aft; it was well stowed; took the salt out of the main hatch; they could not have done it if the lower deck hatch had been open; no one has spoken to him of this case till he was summoned.

Cross examined.

Don't know the day first went aboard the Martha; has not noticed paint between decks since her arrival; may have been one day after the salt was removed before the lower hatch was opened; was not present when main hatch was opened; he discharged the salt; can't tell how long it took him; thinks 3 or 4 days; saw no dry goods; no jars between decks; thinks there was nothing but dunnage in the wing; saw the battons of the lower hatch taken off about 11 or 12 o'clock after salt was out; the lower hatches were well caulked and secured; they were pitched; he swept them off with a broom; salt did not rest on the stanchion of the main hatch; found out the cargo was damaged when they were breaking it out; did not know before of any damage; the hollow ware was stowed forward of main hatch amidships; first goods taken out were large bales, they were wet; don't know what wet with; did not notice any ropes, nor see any incrustations on any boxes.

Examination in reply.

The hold was pretty full; saw a couple of mill stones under main hatch; saw two port wardens, one Mr. Blake, the other Mr. Clark; was not his business to look at the marks on the goods; there was a custom-house officer on board; kept no memorandum.

THOMAS NOLAN.

James Marsh, jr., sworn: Has seen the outside of the Martha; he examined upper works between copper and the upper edge of the bends; took a flat with two caulkers; found her seams open and her butts; examined larboard side; found a good many butts open; will want caulking; examined the starboard side particularly; one butt was open enough to let in water without a gale; would not think her seaworthy in her present condition.

Cross examined.

If she carried a cargo of grain in the voyage before the last, and delivered it in good condition, she could not have strained then, and she must have strained on her last voyage; did not examine the decks.

JAMES MARSH, Jr.

Captain John Greaton, sworn: Has sailed ships out of this port; traded a number of voyages between here and Liverpool; salt is more com-

mon to take as ballast than any other cargo; has also taken salt between decks with dry goods below, from Liverpool to New York; no damage complained of; was thirty years accustomed to vessels; it was his living; thinks it seamanlike to take salt between decks with a heavy and assorted cargo in the hold, to make the ship easy; has done it himself; thinks it an extra caution to caulk the lower deck hatches; carried passengers twice between Liverpool, and twice between Havre and the United States; they had to wash the decks once or twice a week

He commanded the ship Martha, of Charleston, which was lost at the south, with a small cargo of dry goods and salt.

When the salt does not touch the dry goods, and no salt water reaches it, never knew salt to injure the other cargo; you could not perceive any moisture under the salt on the matting; has known other masters to take salt in the same way, and not have the matting wet.

The ship Albre, of Boston, was the ship alluded to; if the bags are dry, and the dunnage and matting and decks not wet, the salt could not have dripped through into the hold.

Cross examined.

Never heard of damage accruing to goods from salt, until this case.

Examined in reply.

Has never heard any masters or merchants complain of such damage.

JOHN GREATON.

Wednesday, March 29th, 1848.

William Bird, sworn: Is a shipwright, and has been for thirty years; was called on to examine the Martha, and did examine her; Mr. Marsh was with him; examined her thoroughly, inside and out; on her starboard side found some of the butts open, and on the bow some of the seams open, and on the larboard side found butts and seams considerably open; can't say whether these damages would account for her making much water; found marks of leaking through the seams in the between decks, the lower deck, in his opinion, was very open; saw the seams tried with a caulking iron; saw the dunnage, there was some marks of salt upon it; it was not wet; saw no marks of leak on the skin of the vessel in the lower hold; saw marks of a leak through the seams of the lower deck; the ceiling looked very well, no oakum was protruding from seams of lower deck; did not notice any traces of blowing in the hold.

Cross examined.

Should not say she was a new ship; neither new nor old; may be 5 or 6 years; the upper deck was water tight, not so open as lower deck; vessel meeting with stress of weather, the lower deck would be as much affected as any other part of the vessel; tried both upper and lower decks; the part of the caulking iron they tried with was the finishing iron; tried all around with the same iron; the seams were paid with

pitch, but it was very much wore off; did not seem to have been caulked for some time; seams are caulked probably 15 months or 2 years; water would not pass freely, it would drip through the lower deck; believes the deck was of northern pine; the seams were open about in spots; no particular place; the marks of leaking he saw were stains on the underside of the lower deck arising from drip; the stains were on the seams and near the seams, and on no other part; the stains he thinks came from above, because they found the seams open; saw no marks or stains on the upper surface of the second deck; if she had shipped a sea, the scupper holes would have taken off the greater part of it; the decks would dry lying in the docks; don't think they would shrink much; don't think she was seaworthy when he saw her; thinks she wanted caulking; the side off the *worth* was most exposed to the sun, and seams on that side was most open; don't think if a vessel's seams get open by stress of weather they will close again; if the vessel were a good vessel, don't think she would leak a great deal more in a storm, (she will work more in a storm, and therefore leak more,) than after it became calm; he thought the opening of the seams and butts proceeded mostly from the sun; these butts and seams were open in that part of the vessel which suffers most in a gale; tried the seams, all about where there was pitch and where there was none; every seam that wants caulking will leak water; no parts of seams were so open that water could have streamed down, even if she had shipped a wave; some remark was made at the time about the making iron, and witness said it was the proper iron; can't tell whether the stains were new or old; there were drops of moisture on the skin, none on the deck; carried a lamp into the hold with him.

Examined in reply.

Saw no planks or butts started; the vessel might strain a little without starting; the oakum seemed to be drawn out by the sun; she was open amidships, but mostly in the bow; if the vessel had strained, don't think the skin would have opened; can't tell whether the stains would account for the damage to the cargo; the vessel seemed well secured; they examined her on the 16th February last.

W. BIRD.

James Marsh, recalled. Was present with Mr. Bird, when some of the hands tried the decks of this vessel; the seams of the lower deck were very small, so that they had to use a caulking iron; the seams on the water way were larger, and they used a making iron; the seams were not tight; some parts were slack; if the decks had been washed it would have dripped through; it would not have run; the deck is arched, and water would run into the scupper holes, some parts of the center of the deck the seams were very open; in stress of weather the second deck would be affected as much as other parts; thinks she had suffered from stress of weather; when they first struck the vessel he thought the openness of the seams proceeded from the sun; as they got to

the fore chains, found her very open, and then concluded that it came from stress of weather; it is a part of the vessel most liable to strain in a storm; has caulked the Martha since, and has not altered his opinion as to the cause of her being open; saw no marks of water on the top of the lower deck; went into the lower hold; his opinion is that the vessel was strained at sea, and nothing can alter it; unless the seams are very large, the oakum does not go through in caulking; in some parts of the seams there seemed to be pitch, and in some parts no pitch.

Cross examined.

Does not know whether his caulkers caulked the lower deck; some vessels have no plank in between deck; if such take molasses or oil between deck, it will leak through; this deck, as he saw it, would let water through; there was some altercation between the captain and Mr. Bird about the iron; Mr. Bird said it was the proper iron, and witness agreed with him; saw marks of salt on the dunnage, but were dry, the mats also were dry; did not examine them thoroughly; was in the hold; looked at the under part of the lower deck; one part, forward of the foremast, had a stain upon it, and the skin along there was stained; in the neighborhood of main hatch saw wood stained; Mr. Van Vechten said it was a leak, saw no leak there; there might have been a leak there; won't be positive; the examination was some time in February; the mark near the main hatch, was near the seam; it was such a stain as water would leave; has no doubt that it did leak some time or other; did not make a perfect examination; he took a lamp, and where they expected to find a leak, or was told there was or ought to be a leak, they had examined; as far as he observed there were no other marks of leaks than the above mentioned; went abaft the main hatch; they examined all under where they said the salt was placed, and they only found one place where there was a stain, as from a leak; the arch of lower deck is elevated about 6 inches; has examined many vessels that had come in with damaged cargoes; never saw one whose cargo had been so much damaged as this, whose hull was so little damaged; his bill for caulking is somewhere about $120; he did all he was requested to do.

Examined in reply.

The vessel was well put together, and well fastened; she must have had very bad weather to have damaged her cargo as much; thinks her about 4 or 5 years old; her upper works were in good order, and her rigging; if the upper deck had had a leak, they would have discovered it, for it had rained hard the night before; the iron did not go in the upper as well as in the lower deck; the person who pointed out the leak, had the use of the light; did not point out any other; the captain said he only wanted fair play, and gave them every convenience for examining; could not tell whether the stain was fresh or stale; it was probably 18 inches or 1 foot in length; can't say whether the board was sappy; can't say how much water was scattered over the cargo; the iron was

pretty much corroded; hardware was rusted, some of it inside and out; if the cargo was damaged by water, it would have taken some hogsheads of water, not buckets, to have done it; something else, in his opinion, than water did the damage.

JAMES MARSH, Jr.

J. R. Van Vechten, recalled. Went down with Mr. Marsh and Mr. Bird; the examination of Mr. Marsh and Mr. Bird did not extend throughout the whole of the vessel; don't think they went abaft the main hatch; the examination was about fifteen minutes long; saw only the one stain forward of the main hatch; he was not satisfied there were no other stains than this; the captain said he only wanted what was fair, but was petulant in manner; he, witness, did not think he had a right to examine, or he would have been more particular.

Cross examined.

He made a remark about the iron used for trying seams, and he said the captain was right to try the upper deck with the same irons as the lower.

J. R. VAN VECHTEN.

Survey of ship Empire.

THE STATE OF SOUTH CAROLINA,
City of Charleston.

We, William Kirkwood, William Bird, J. W. Cleapor and Charles Blake, wardens of the port of Charleston, by request of Capt. William Torrey, of the ship Empire, of New York, made the 10th of November, 1841; and by virtue of a warrant directed to us by the chairman of the board, did repair on board the ship at Exchange wharf, and then and there did examine and survey the upper deck main hatches; found them with good tarpaulins on them, and battoned down; tarpaulins being removed, saw that the hatches were caulked and the seams paid with pitch; hatches being removed, saw the cargo under them, dry and in good order, as far as then could be seen. Examined the lower deck hatches; saw them caulked, and the seams payed with pitch; the hatches being removed, saw that water, which had drained from the bags of salt that was stowed over them, had passed through the seams of the hatches, and also down the seam next the combings, on to the bale goods under and around the hatchway.

November 13th. Examined the situation and stowage of the following described articles of cargo, viz: McDH & Co., †197, 207, 209, 213, 199, 201, 198, 205, 202, 211, 208, 210, 196, 195, 206, 200, 204, 203, 212, 214, twenty bales; McDH & Co., †28, 27, 26, 25, four bales; [B] †625, one bale; [G] one bale; †12, M&C, †1, 2, 3, 7, 5, five bales; JB, † 2, one case; JT, †11, one cask; B&O, †55, 56, two cases; RMK, †12, one bale; P&B, one bale; JS&Co., †3225, 3231, 3172, three boxes; JS&Co, twelve smith's anvils; JS&Co., †3186, 3232, 3184, 3189, 3188, 3229; six casks; WC, [8] one cask; W [7] C,

one box; MI&C, † 8, one cask; [HR&B] † 1063, one cask; B&O, † 67, one cask. The foregoing described articles of cargo were all found well stowed and dunnaged under, and around, and abreast of the main hatch in the lower hold, and wet from draining of salt in sacks stowed between decks, through the hatches and deck seams, which were open; also examined the situation of a quantity of carron ware, marked JN H, well stowed and dunnaged in the lower hold, forward the main hatch, rusty from the cause above stated; examined the stowage of one bale MC † 6, & MC † one bale, † 3, found well stowed and dun-
H B
naged in the after hold, slightly stained, from causes unknown to us; also examined the general stowage of bales, boxes, cases, and casks stowed in the after hold, from the after part of the main hatch to the mizen mast, all of which appeared well stowed and dunnaged, and not any appearance of damage then to be seen; examined the stowage of eighty pieces of carron ware, stowed on crates forward of the main hatch in the lower hold, well stowed, but rusted from leak, through the lower deck, from the draining of sacks of salt which were stowed between decks; also examined F [] B † 22, 31, 39, 20, four crates; [B] † 136, 149, 120, three crates, well stowed and dunnaged in the wings of the lower hold, and wet from the draining of salt which was stowed in the between decks leaking through on them.

November 17th. Examined the stowage of the following described casks: WA † 18, 11, 1, 14, 7, 2, 10, 4, 12, 3, 33, 15, 13, 19, 27, 32, 11, seventeen casks; M&G, † 3, one cask; [HRB] † 1083, one cask; B&O, † 78, 77, 79, 62, 46, 76, 80, 66, 73, 68, 75, 50, 70, 83, 69, 61, 81, 85, eighteen casks; JS&Co., † 3147, one cask; WA, † 5, 7, 13, three casks; SNH † 2, one cask; all found well stowed and
M
dunnaged in the ground tier, lower hold, under and around the main hatchway, and more or less wet and stained from the draining of the salt in sacks, which was stowed in the between decks, the seams of the between decks being open.

November 18th. Examined the situation and stowage of the following described goods, viz: [HR&B] † 1101, 1100, two casks; R&B, † 23, 51, two casks; B&O; † 57, 54, 72, 67, 60, 87, 82, 66, 74, nine casks; M&G, † 4, 1, 2, WA, † 2, 1, 15, 21, four casks; JS&Co., † 3148, one cask; WA, † 9, one cask; [B] † 112, 149, 110, 109, 111, 119, 161, seven crates; HF[]B, † 80, 56, two crates; [M] † 62, 171, two crates, found well stowed in the lower hold forward of the main hatch; the crates were stowed in the wing, and the casks across the hold from crate to crate; the casks were found wet and stained from the salt, which was stowed in the between decks, draining and leaking through the between decks' seams on to the goods which were stowed in the hold.

[SEAL.] Given under my hand and the seal of office November 26th, 1841.

Signed CHARLES BLAKE, *Chairman.*

True copy from the records in this office.

JAS. ROSS,
Chairman.

December 7th, 1847.

THE STATE OF SOUTH CAROLINA,
City of Charleston.

We, James Ross, Charles Blake, Richard Clark, Edward Candler, and William Kunhardt, wardens of the port of Charleston, by request of Captain Richard Rich, of the ship Martha, of Boston, made November 10th, 1847; and by virtue of a warrant directed to us by the chairman of the board, did repair on board said vessel at Union wharf, and then and there did examine and survey the hatches; found the upper main deck hatches covered with tarpaulins and battoned down; on removal of the same, found the hatches were caulked; hatches being taken off, saw the cargo between decks, consisting of bags of salt, and cases, and casks, &c., &c., which were dry, and in good order, as far as then could be seen.

Found the lower deck hatches caulked; on their removal saw a large cask, marked [G]A †769, damp and mouldy from the sweat of the hold.

James Ross, Charles Blake, and Richard Clark examined and surveyed the stowage of the following merchandise, viz: fourteen bales, marked [A] †1, 5, 9, 14, 15, 11, 6, 7, 13, 8, 10, 12, 4, 3; two bales, marked AM&S †109, 110; one matted package, marked BB; one case, †725, and one bale, †33, marked WJ&Co.; one cask, RH&Co. †110. All the aforesaid goods were found well stowed in the lower hold, but wet, and caused, in Charles Blake's opinion, from the steam or dampness which was generated in the hold.

Richard Clark and James Ross dissented from his opinion as to the cause of the wet and dampness, and for the best of reasons, as they saw many of the lower deck seams (as far as then could be seen) wet and damp, caused by salt brine dripping through the seams. On the 17th, Charles Blake and Richard Clark surveyed and examined the following merchandise, viz: three bundles of frying pans, marked AG, stowed between decks, in good order; fourteen crates, [$\overset{A}{C}$] †773, 754, 161, 758, 771, 750, 774, 782, 770, 775, 791, 783, 790, 776; eleven crates, [$\overset{CC}{H}$] †4, 11, 10, 9, 15, 13, 12, 1, 8, 3, 14; two mats bottles, BB; two boxes steel, [cB;] one bale plains, [A] †2; three bales, WJ&Co. †489, 28, 32; three boxes, OP, †38, 37, 59; one bale, [$\overset{A}{C}$] †779; one cask, [$\overset{JB}{C}$] †11; seven boxes, [H] †69, 65, 71, 69, 66, 64, 67; one bale, CBM, †6; one box, BR, †28; one box, [$\overset{C}{R}$] †27; two boxes, WLT, 200, 250; fifteen boxes, [$\overset{C}{BR}$] †33, 30, 40, 29, 25, 43, 31, 44, 36,

38, 45, 41, 39, 46, 31; one box, [G] †69; fifteen bundles frying pans, WLT; one box, SP, †181; one box, J. Watson; one box, AB, †2; two boxes, JSB, †180, 181; two bales, MC, †6, 7; one box, [BE] †40; one box, AB, †1; one bale, JBIAM; one bale and one case, J. Robertson; one box, WEF †227; one box, [C] †114; one box, [C] †29; one box, [H] †269; one box, †67; one, [C] †26; three boxes, [K] †33, 35, 34; one box, MP; one box, [M&D;] one box, [ooo] †268; one box, C&B, †31; one box, W&JEA, †226; two boxes, CSC, †18, 22; one case, [GR] †32; two crates, [G]A, †775, 755; one crate, [H] †9; one crate, [C] †779; fifteen hundred and fifty-eight pieces of carron ware, consisting of pots, ovens, covers, &c. The aforesaid goods were well stowed forward of main hatch, but were wet, damp, and stained, the carron ware much rusted, crusted salt on them, and salt brine in many of the pots and covers.

November 18th. Examined and surveyed the following goods, stowed forward and aft in the lower hold, viz: five bales, C, No. 34, 31, 32, 29, 33; [B] one bale, †30; [JB] one case, †52; SNH, one case, No. 6, [JB] one case, †29; [C] one case, †73; SNH, one cask, †462; [G] one case, †72; [JSB] one cask, †582; V, three casks, †19, 20, 21; [G] one basket, †91; SNH, one basket, †469; [803] four bundles frying pans; John Boms, ten bundles spades; GHC[TG] †, one crate, †11; M&D, one bale, †51; [G] two cases, †15, 17; thirteen bundles of steel, and twelve bundles iron; WLT, ninety-seven bundles hoop iron, stowed forward of main hatchway, under bales and boxes, all badly rusted; GHC, one crate, †17; W, one case; SBC, one crate, †25; S&B, two bags of nails, †172, 175; [E] two crates, †12, 8; [C] one crate, †23; [TC] one crate, †3; [G] one crate, †21; W&JEA, two casks, †176, 174; [R&B] one cask, †1823; [G] one crate, †19; JSBC, three casks, †2, 1, 3, in wing abreast main mast; J&SB one case, †115; [A] one crate, †16; [K] one case, †32; RH&C one cask, †29; JSBC, †79, wing abreast main hatch, wet; RH&Co., one cask, †34; B&O, one cask, †84, stowed by pump well; RH&C, one cask, †30; W&JEA, one cask, †192; [HH] one cask, †13; W&JEA, one cask, †168; [A] three casks, †122, 23, 24;

abreast main hatch, wet; RH&Co., one cask, †111; WA&Co., one cask, †109; [A] one crate, †15; JSB, one cask, †114; [A] one cask, †13; M&C, one cask, †7; BB, two mats of bottles; RH&Co., two casks, †32, 28; JRI, one bale; RHC, two bales, †16, 20; [A] one bale, †2; M&D, one cask, †463; [G,] one cask, †104; M&G, one cask, †28; F&A, one cask, †86; [G,] one cask, †37; M&C, †9; one cask, first tier forward main hatch; M&C, one cask, †1; AG, one cask, †933; [H] one hogshead, †3; S&B, one hogshead, †217, and thirty-seven bundles of iron hoop; W&JEA, two casks, †178, 169; [A] two casks, †1, 3; B, one cask, †155; [G] three casks, †39, 36, 42; M&C, one cask, †12; [G] one cask, †38; M&C, †; ten casks, †32, 33, 18, 14, 20, 29, 19, 6, 13, 23, forward main hatch; [G] three casks, †31, 53, 40; F&A, one case, †91; [GR] one cask, †23; B&O, one cask, †85; B, one cask, †154; WLT, one cask, †200; S&B, one cask, †216; stowed forward main hatch. The aforesaid merchandise were found well stowed, but wet, damp, and stained, and rusted.

November 19th. Sixty-eight bars iron, and three bundles ditto, rusted; [M&D] sixteen anvils; [C] thirty-six anvils; B, seven anvils; B, three anvils; JSB&Co., one cask, †64; M&C, four casks, †26, 17, 8, 3; B&O, one cask, No. 1.

20th. W&JEA, four casks, †166, 170, 172, 171; abreast main mast, badly damaged to appearance; [CR] †24, one cask; for deck 2d tier, stowed forward main hatch, badly damaged to appearance; W&SEA, one cask, appeared badly damaged; RH&C, one cask damaged badly; M&C, five casks damaged; W&JEA, one cask, †177; RH&C, one cask, †18, stowed abreast main hatch; [G] one cask, †62; [GR] three casks, †33, 36, 37; RH&C, two casks, †24, 26; [GR] one cask, †40; WLT, one cask, †70; [G] one cask, †45; [GR] three casks, †38, 36, 35: RHC, one cask, †33; HES, one cask, †4; [RHC] one cask, †2; [C] one cask, †19; RH&Co., two casks, †24, 25; J&SB,

one cask, †96, (from RH&Co. to J&SB, 96;) stowed abreast and under main hatch, appeared mostly in good order; [G] one cask, †33; [GR] three casks, †43, 42, 37; [G] two casks, †95, 94; [GR] one cask, †39; MC, two casks, †454, 455; B&O, three casks, †97, 92, 87; [I] one cask, †102, appeared in good order; H&C, one cask, †64; H&C, two casks, †451, 410; SHC, one cask, †39; W&JA, one cask, †22, damp, lower bilge; [H] crates, 6, 5, dry and in good order; WLT, two casks, *†10. 69, slightly damp, on bilge; [HHG] one cask, †2, stowed in the wing, bilge, damp, (under crates;) GR, three casks stowed abreast main hatch wing, stained with iron rust; [B] one cask, †6, on top of railroad iron, by pump, badly damaged, (stowed on railroad iron, not ground tier;) B&O, one cask, †96; JB, one cask, †219, damaged, on railroad iron, not ground tier; [JSB&Co.] three casks, †2, 4, 8, stowed in wing abaft main hatch

WLT, one cask, †164; [McK] cask, †45, stowed on railroad iron, against mainmast; SNH, three casks, †3, 5, 4; WA&Co., two casks, †11, 13; [M&D] one cask, †484; T, one case, stowed abreast pump well; WLT, one cask, stowed on top of railroad iron; M&C, one cask, †11, abaft pump well, on railroad iron, damaged; [E] cask, †7, stowed in wing, wet; WLT, one cask, † 61, stowed into side on railroad iron, badly damaged to appearance; [B] one cask, stowed abaft pump well, amidships, badly damaged to appearance; M&C, †10, cask, badly damaged; [JSB] one cask, †576, abreast pump well; JSB&Co., one cask, †1, rest defaced; S&B, cask, †222; [B] †7, cask, abaft pump well, riding tier, wet, apparently badly damaged.

[JSB&Co.] one cask, †7; JSB&Co., one cask, †1; SNH, one cask, †46; S&B, one cask, †215, abaft pump well, on top railroad iron; [B] one cask, abaft pump well; [H] †4, one cask, stowed in wing; WJA, one cask, †106; JB, †221, one cask, abaft pump well, riding tier, wet in lower bilge; P&B, four mats bottles; [C] one cask, †116; CHC[TG] one cask, †12; [MD] one cask, †486; MD, one cask, †55; [G] one cask, †38; M&C, three casks, †3, 24, 27, appeared badly damaged in riding tier abaft pump well; RH&Co, one cask, †112; [I] one cask,

†92; [J&SB] one cask, †97, stowed by pump well; M&C, one cask, †21, riding tier abaft pump well, appears to be wet; [B] one cask, †5, abaft pump well, riding tier, looks badly wet.

[G] one cask, appears badly wet; M&C, one cask, †31; [803] one cask, †52; SNH, one cask, †416; [J&SB] †574, one cask, wet to appearance; [JSB&Co.] one cask, †5; W&JEA, one cask, †93. The aforesaid goods were found well stowed and dunnaged, but all of them wet, damp, stained, and rusted, with the exception of the goods said to be apparently in good order, and others not mentioned as wet and damp.

November 20th. [M&B] one cask, †482, damp and mouldy; [C] one cask, †18, stowed in ground tier, or rather on top of railroad iron; [McK] one cask, †44; M&D, one cask, †52; SNH, one cask, †17; [C] one cask, appears in good order, stowed on top of railroad iron; WLT, one cask, †117, badly stained, ground tier railroad iron; [J&SB&Co.] one cask, †10; [J&SB] one cask, †95; AG, one cask, †5, slightly stained, stowed in after hold, ground tier, on top of railroad iron; WA&Co. one cask, badly stained, †304; M&D, one cask, †53, stowed in wing, ground tier, on railroad iron, badly stained; WA&Co., one cask, †300, damp, stowed in wing, ground tier, on top railroad iron; W&JA, cask, badly stained, stowed in ground tier on the railroad iron; [MD] one cask, †480; [J&SB] one cask, †93; WLT, two casks, †182, 12; J&SB&Co., four casks, †6, 12, 3, 1; [803] one cask, badly stained; W&JEA, one cask, †225, slightly stained; [MD] one cask, †479; [J&SB] one cask, †94; SNH, †463, stowed in after hold on railroad iron; SNH, one cask, †404; [S] one truss; JB, seven anvils, rusted; B&O, three casks, †86, 99, 82; [I] one cask, †100, stowed on railroad iron, wet; [I] one cask, †76, wet and stained, lower bilge; M&C, one cask, †25; B&O, four casks, †100, 96, 88, 90; M&C, one cask, one cask, †385; WJEA, one cask, †206; WLT, two casks, †171, 172; M&C, two casks, †377, 376; B&O, one cask, †107; [GR] one cask, †18; WLT, one cask, †199; [G] case, †85; SNH, one cask, †31;

2764.

H R
[I] one cask, †87; M&C, two casks, †381, 387, badly wet; G&R,
G VW
one cask, †53, slightly wet; SNH, two casks, †269, 452, slightly wet;
WJ&EA, one cask, †191, badly wet; M&C, one cask, †379; B&O,
R VW
one cask, †101, wet; M&D, one case, †54, [I] one case, †85; M&C,
H R
G H
†62, one case, badly wet; WA&C, one case, †12; WTH, one case,
N
†29; S&B, five bags of nails, damp and mouldy; WLT, one cask,
CC
†174; W&JA, one cask, †23, wet; [H], one crate, †2, stowed in wing,
G P
wet; [A] one crate, wet; [B] one bag nails, [803], †11; M&D, one
H R V
keg, †464; [I] one cask, †103; M&C, one cask, †383; [GR] one
G VW V
cask, apparently badly damaged, stowed on railroad iron, ground tier;
CC
HFS, one cask, †1; M&C, two casks, †452, 453; [H] one crate, †7;
VW
M&C, two casks, †368, 370, badly wet, stowed in riding tier; JB, one
VW CHC
cask, †15; [TG] one cask, †16, stowed in wing, wet; M&C, one cask,
SP VW
†374, do. do. do.; [B] one cask, †5; B&O, one cask, †89; [GR] one
V
cask, †41; JB, one cask, †220, stowed on top of railroad iron; SNH,
two casks, †68, 61; B&O, one cask, †106; WLT, one cask, †176;
M&C, three casks, stowed on top railroad iron. The aforesaid goods
VW
were found well stowed and dunnaged, but wet, damp, stained, and
rusted, with the exception of the goods said to be apparently in good
order, and others not mentioned as wet and damp.

William Kunhardt repaired on board this day, and on examination he found the seams under the lower deck and water ways generally damp and wet, salt brine dripping from many of the seams; he is therefore of the opinion that the cause of the goods being wet, damp, and rusted, has originated from the salt brine passing through the deck and water way seams.

H R
November 24th. [I] one cask, †86, stowed on the railroad iron;
G B
M&C, two casks, †37, 384; [I] two casks, †1, 4; M&C, three casks,
VW H R G B NW
†381, 373, 669; [I] 2 casks, †89, 99; [J] one cask, †2; SNH, 3 casks,
G G 933
†452, 405, 451; M&C, one cask, †380; AG, one cask, second tier;
VW
B&O, four casks, †105, 81, 78, 109; [*M*&L] one cask, †481;
H R V R
W&JEA, two casks, †189, 190; [I] one cask, †85; [401] one cask;
R G G C
IH, one case, †64; [ER] one case, †37; [BR] three cases, †24, 42, 32;

[A] one case; JB, two cases, †29, 218; AMc.&Co., one case, 103; B&S, one cask, stowed in wing, †2; WLT, nine casks, †168, 165, 155, 156, 158, 160, 159, 163, 162; R, one case, †407; WLT, one case, †173; B&O, one cask, †108; S&B, one cask, †221; one bag nails, †170; [M&D] one cask, †483; [J&SB] one cask, †581; [I] one cask, †97; [J] three casks, 5, 6, 3; SNH, one cask, †37; [H] two crates, stowed in wing, wet; [J&SB] three casks, †577, 378, 575; S&B, one cask, †218; [JSB&Co.] one cask, †11, riding tier; GH&Co., one cask, †3, after hold abaft railroad iron; AG, four large casks in wing, after hold; [A] one crate; Mr. James Brown, Augusta, two cases; JB, four anvils; [C] four anvils; HD, two anvils.

November 25th. [E] two crates, †1, 11; [A] one crate, †5, stowed in forehold; [H] two crates, †11, 6, found salt on the straw; [P] two crates, †3, 11, stowed forward of railroad iron in the ground tier, found well and sufficiently dunnaged, but wet underneath, owing to salt water reaching the same; JB, four anvils, stowed on keels and rusty; [803] two anvils, †59, 60; [F] six crates, †7, 8, 4, 13, 10, 6, found well and sufficiently dunnaged, ground tier, but damp by salt water underneath; [MD] one cask, †462, stowed in the wing forward of railroad iron, lower bilge, damp, (staves broken,) well stowed and sufficiently dunnaged, but damp by salt water reaching the same; [H] one crate, †8, stowed in wing, under part wet by salt water, well and sufficiently dunnaged; [A] one crate, †6, lower part wet by salt water, well and sufficiently dunnaged; [H] one crate, †8; [P] two crates; [H] one crate, †42; [C] one crate, †22; [H] one crate, †18, stowed in wing, well and sufficiently dunnaged, but wetted by salt water; [TG] one crate, †5, stowed alongside keelson, six inches dunnage, wet underneath by salt water; [E] one crate, stowed in the wing, top of it wet; [A] one crate, wet; [H] one crate, †16, wet; [P] fifteen crates, †17, 31, 27, 24, 28, 16, 8, 14, 32, 21, 30, 18, 26, 25, 22, stowed in the forehold ground tier, found well and sufficiently dunnaged, forward of railroad iron; [H] one crate, †48. All the aforesaid goods were examined and surveyed by Charles Blake and Edward Candler, on the 24th and 25th November. On the 17th of November, Charles Blake and Richard Clark again disagreed as to the cause of the mer-

chandise being wet, damp, stained, and rusted; called us, Edward Candler and James Ross, to decide the controversy. We repaired on board, found part of the cargo discharged fore and aft. The hold being darkish, took lights and examined the stowage; found crates stowed next to the ceiling, on both sides up to deck; a few casks abaft the crates in the wing; between the crates, say from forward of steerage hatch to about twenty feet forward of main hatch, were stowed casks, cases, bales, and iron ware, &c.; under the same were stowed railroad iron, reaching to steerage hatches as shown in annexed diagram; found the cases, bales, casks, &c., as far as then could be seen, wet, damp, and stained; iron hoops and iron ware rusted, caused from the brine from the salt which had been stowed between decks passing through the deck seams; some distance forward of main hatch, cases were stowed, which were very wet, and salt and salt brine dripping on them; seams of the deck underneath generally wet and damp, and brine dripping through the seams; the deck plank underneath was found dry, with exception of where the salt brine had spread and stained the plank on each side of the seams; there were no appearance of sweat or water bubbles on the plank or deck. We, therefore, disagree with Charles Blake, that the cause of the goods being wet and damp, and rusted, has originated from the steam or dampness which generated in the ship; and agree with Richard Clark, that the cause of the goods and iron ware being wet, damp, stained, and rusted, has been caused from the salt brine passing through the deck seams on the same.

By inspection in the log book, it appears the ship lef Liverpool, September 21st, 1847, bound to Charleston; nothing material occurred until 2d October, when they experienced heavy gales from NNE. with a heavy and high sea, causing the vessel to labor heavily, strain, and make water; on the 3d, strong gales and squalls with a heavy sea, vessel made the Western islands, took in sail, making much water; pumps constantly attended to; 4th, strong gales; November 9th, took a Charleston pilot on board, and arrived at the city.

On the 22d November, at the request of Mr. Crofts, the consignee, we, Edward Candler, Charles Blake, Richard Clarke, and James Ross, repaired on board, found a quantity of casks, hardware stowed on railroad iron, crates stowed from railroad iron, chock forward in the eyes of the vessel; moved some casks in wing, found them damp and stained, iron dry; the crates were all dry, except one near the fore hatch; found the ceiling from railroad iron and crates, upwards to decks, dry on both sides; no air streaks in lower hold, and no appearance of water blowing through the seams of ceiling; salt brine still dripping through water-way and deck seams; no appearance of straining below deck; on the upper deck the water-ways, butts, staunchcons, and deck seams appeared good, and showed no signs of straining; on the 4th December, Charles Blake and Richard Clark examined the stowage of the ground tier of the railroad iron; found it well stowed, and dunnaged with nine inches from the skin, on the floor, and about six inches in the wings; some of it much rusted.

The cargo consisting of bales, casks, and cases, hoop iron, carron ware, crates, &c., &c., being all discharged. We, James Ross, Edward Candler, Richard Clark, and William Kunhardt, coincide in our former opinion, that the true cause of the merchandise being wet, damp, stained, and rusted, as stated aforesaid, has originated from the brine from the salt that was stowed between decks dripping through the deck and water-way seams, and not from steam or dampness which generated in the ship, according to Charles Blake's opinion, nor from sea water, (some crates and one cask, marked MD † 462, excepted;) as to the railroad iron, the top tiers appeared rusted, and the ends from under steerage hatch some distance forward, appeared much rusted and crusted with salt; as to what the condition of the iron was below the top tier can say nothing, as the wardens were not called during its discharge.

Given under my hand and the seal of office, December 4th, 1847.

[L. S.] JAS. ROSS,
Chairman.

N. B. Captain Blake handed me a report, copy of the original is annexed.

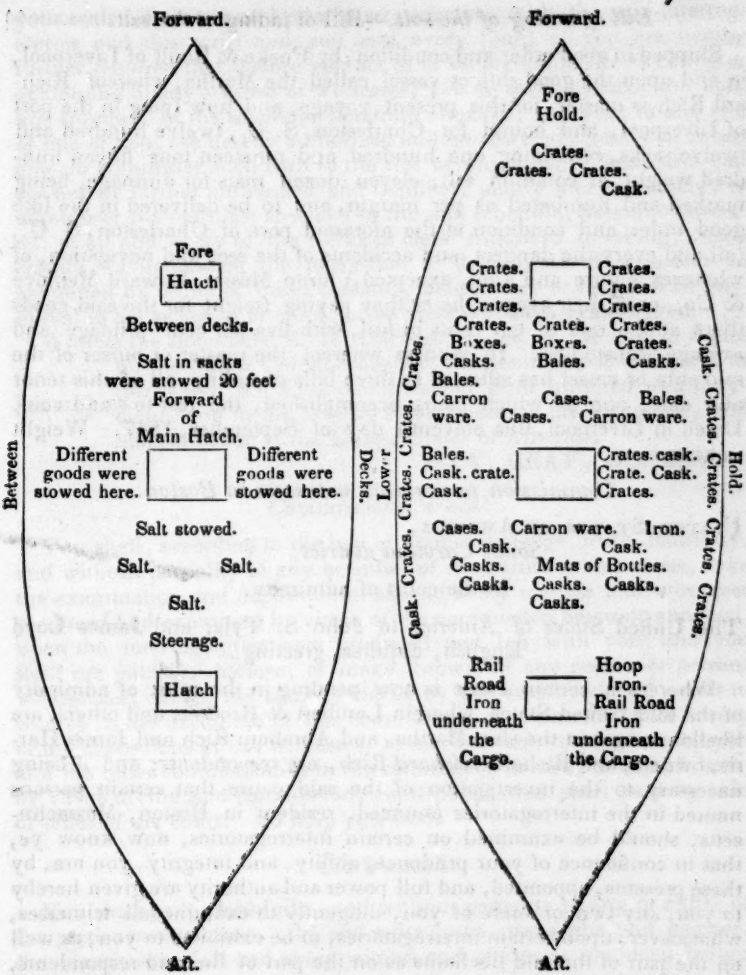
JAS. ROSS.

Ship Martha, Captain Rich.

Having attended during the discharge of the ship Martha's cargo, from Liverpool, which consisted of bags of salt between decks, and an assorted cargo in the lower hold, consisting of bales, boxes, cases, casks, carron ware, hoop iron, and railroad iron, anvils, &c., as she was discharged, I saw it was well stowed and properly dunnaged, but many of the gooda appeared to be damaged, but not from the ship having leaked, but, as far as I can judge, caused by a wet or damp atmosphere, or in other words, sweat in the hold, produced, I think, from combined causes, viz., the cold air produced by the salt between decks, and the warm air or heat of the ship hold, produced in part from the cargo she had in from Liverpool, and in part from her having had a cargo of corn, which was her outward cargo from New Orleans to Liverpool on this voyage, and I think some of it may have got between her timbers and become wet, which would produce heat and steam, or moisture, that rising and circulating through the hold of the ship, may have contributed in producing the steam and heat of the hold; and I should judge from the ship being a thoroughly salted ship, and having salt in bags as cargo in her between decks, that the air or atmosphere circulating in the ship was thoroughly impregnated with salt; such are the causes which I believe to have caused the damage to the cargo; all of which I respectfully submit to the parties concerned.

(Signed) CHARLES BLAKE,
Port warden.

CHARLESTON, S. C., *November 25th*, 1847.



		T.	C.
1062 sacks filed	10 to the ton,	106	4
150 " "	11 " "	13	11
1212		119	15

11 dozen mats.

Bill of lading of the salt.—Bill of lading of the salt.

Shipped in good order and condition, by Focke & Boult of Liverpool, in and upon the good ship or vessel called the Martha, whereof Richard Rich is master for this present voyage, and now lying in the port of Liverpool, and bound for Charleston, S. C., twelve hundred and twelve sacks, containing one hundred and nineteen tons fifteen hundred weight of common salt; eleven dozen mats for dunnage, being marked and numbered as per margin, and to be delivered in the like good order and condition at the aforesaid port of Charleston, S C., (all and every the dangers and accidents of the seas and navigation, of whatever nature and kind, excepted,) unto Messrs. Edward Menlove & Co., or to their assigns, he or they paying freight for the said goods there at the rate of ten cents in full, with five per cent. primage and average accustomed. In witness whereof the master or purser of the said ship or vessel has affirmed to three bills of lading, all of this tenor and date, one of which being accomplished, the rest to stand void. Dated in Liverpool, this eleventh day of September, 1847. Weight unknown.

Commission to examine witnesses in Boston.

UNITED STATES OF AMERICA,
South Carolina district.

In the court of admiralty.

The United States of America to John S. Tyler and James Loyd English, esquires, greeting:

Whereas a certain cause is now pending in the court of admiralty of the said United States, wherein Lambert & Brother, and others, are libellants, against the ship Martha, and Abraham Rich and James Harris, owners, and Richard *Richard* Rich, are respondents; and it being necessary to the investigation of the said cause that certain persons named in the interrogatories annexed, resident in Boston, Massachusetts, should be examined on certain interrogatories, now know ye, that in confidence of your prudence, ability, and integrity, you are, by these presents, appointed, and full power and authority are given hereby to you, any two or more of you, diligently to examine all witnesses, whatsoever, upon certain interrogatories, to be exhibited to you, as well on the part of the said libellants as on the part of the said respondents, or either of them; and therefore, you, and two or more of you, are hereby authorized and required, on certain days, and at certain places to be appointed by you for that purpose, to cause the said witnesses to come before you, and then and there to examine each of them, apart, on the said interrogatories, on their respective corporal oaths, first taken before you, or any two or more of you; and to take such, their examinations, and reduce them into writing, on paper; and when you shall have so taken them, to send the same to the judge of the said court of admiralty, at Charleston, in the State aforesaid, closed up, and under

your seals, distinctly and plainly set, together with the said interrogatories and this writ; and you and every [one] of you are hereby further required that, before you act in or be present at the swearing or examining of any witness or witnesses, you do severally take the oath first specified in the schedule hereunto annexed; and you, or any two or one of you, are hereby authorized and empowered, jointly or severally, to administer such oath to the rest or any other of you; and you are hereby further authorized and required, jointly and separately, to administer the oath last specified in the said schedule, hereunto annexed, to all and every of the clerks or clerk employed in taking, transcribing, or engrossing the deposition or depositions of witnesses so examined by virtue of these presents, before they or he shall be permitted to act as clerks or clerk, or be present at such examination.

Witness the honorable R B. Gilchrist, judge of the United States for the South Carolina district, this tenth day of January, in the year of our Lord one thousand eight hundred and forty-eight, and in the seventy-second year of the sovereignty and independence of the United States of America.

[SEAL.]

H. Y. GRAY, *Dist. clerk.*

Commissioner's oath.

You shall, according to the best of your knowledge, truly, faithfully, and without partiality to any or either of the parties in this cause, take the examination and deposition of all and every witness and witnesses produced and examined by virtue of the commission hereunto annexed, upon the interrogatories now produced and left with you; and you shall not publish, disclose, or make known to any person or persons whatsoever, except the clerk or clerks by you employed and sworn to secrecy in the execution of this commission, the contents of all or any of the depositions of the witnesses, or any of them to be taken by you and the other commissioners in the commission named, or any of them, by virtue of the said commission, until publication shall pass by rule or order of the court. So help you God.

Clerk's oath.

You shall truly, faithfully, and without partiality to any or either of the parties in this cause, take and write down, transcribe and engross, the depositions of all and every witness and witnesses produced before and examined by the commissioners, or any of them, named in the commission hereunto annexed, as far forth as you are directed and employed by the said commissioners, or any of them, to take, and write down, and engross the said depositions, or any of them; and you shall not publish, disclose, or make known, to any person or persons whatsoever, the contents of all or any of the depositions of the witnesses, or any of them, to be taken or written down, transcribed or engrossed, by you, or whereto you shall have recourse, or be any wise privy, until publication shall pass by rule or order of the court. So help you God.

Instructions for the commissioners.

The commissioners must first attend to the instructions contained in the commission; after which, when they are proceeding to business, they will put the first interrogatory to the first witness produced, and set down his answer thereto on a sheet entitled "deposition of witnesses sworn and examined, &c , &c.;" when done with this, they will put the second interrogatory and set down his answer to that also, and so on, till they have finished putting the interrogatories to him; they will then proceed to examine such other witnesses as may be produced, in which case they will entitle their depositions in the same manner as those of the first, with the difference of the parties' name, age, &c., &c.; they will then fix and seal the several sheets together, and set their hands and seals at the bottom of the whole, and their hands to each sheet, leaving the covering sheet on the outside of the whole; then enclose the whole, commission and all, in a large paper, well sealed up with their seals, with their names affixed thereto, and, having first endorsed the packet on a corner thereof with the names of the parties, in the same manner as is done on the covering sheet of the depositions, direct the same to Henry Y. Gray, clerk of the United States court, at Charleston.

If this commission is returned by post, one of the commissioners who examined the witness must endorse and sign a certificate that the same was lodged by himself in the post office at Boston.

N. B. Should the sheets annexed not be sufficient, the commissioners can easily tack others thereto, putting the covering sheet over the whole; and of the commissioners will be sufficient to take the examination.

BENJAMIN F. HUNT & SON, *Proctors.*

UNITED STATES OF AMERICA,
South Carolina district.

In the district court of the United States.

THE SHIP MARTHA & Owners ads.
LAMBERT & BROTHER et al.

Interrogatories to be administered to Enoch Train, Benjamin Bangs, John H. Pierson, Robert G. Shaw, Sampson & Tappan, Peleg Sprague, Wm. Appleton, A. C. Hersey, T. R. Allen, B. F. Read, Thomas H. Perkins, jr., T. J. Bowditch, Benjamin Gould, S. W. Sweat, John L. Dimmock, Thomas Lamb, Caleb Curtis, Josiah Atkins, Robert B. Eades, James Dickson, witnesses, residing in Boston, Massachusetts, to be examined on the part and behalf of the claimants and respondents.

First. Each witness will, when called on separately, state his age, his occupation, how long he has been acquainted with the business of shipping, insurance, the stowage of vessels, and especially of the trade between Liverpool and the United States.

Second. From your best knowledge and information state whether it is, or is not, safe, proper, and according to the usage of trade, for vessels trading between the United States and Liverpool to take a cargo of assorted merchandise in the hold or lower part of a vessel having two decks; and after the hatches are well caulked and secured, is it or not usual, proper, and good stowage, to fill the space on the between decks with salt, in sacks; and, if the same is put in dry and in good condition, is such a part of the cargo, in the usual and ordinary course of a voyage, injurious to, or does it in any way interfere with, the cargo in the lower hold, supposing the lower deck and hatches to be well caulked and in good order?

Third. When a vessel, staunch and sound at her port of loading in Liverpool, meets with weather which causes her to make much water, to labor hard, and require frequent labor at the pumps, and is bound for a port as far south as Charleston, is it, or not, a natural occurrence, that the difference of temperature, where the hatches are caulked down, and the southern latitudes through which she must pass, should create a steam in the hold, in a voyage of sixty or seventy days, sufficient to affect hardware, cutlery, and even dry goods, stowed in the hold?

Fourth. Is steam generated in the lower hold of a vessel, caused by the above circumstances, when in good and ordinary weather, the vessel would carry her cargo safe and uninjured? In all the above questions it is to be taken, as proved, that all the goods were well and properly stowed, dunnaged, and packed. The hatches, &c., caulked down securely.

Fifth. If a heavy cargo is put in the lower hold of a two-decked vessel, is it, or not, absolutely essential that the between decks should have sufficient weight to prevent the vessel from laboring in the course of her navigation, and is salt in sacks usually and ordinarily employed for that purpose?

Sixth. Where salt is so loaded between decks, and comes out in perfect order, the sacks all dry, the decks clean, and the dunnage not stained, is it, or not, perfectly independent of the cargo in the lower hold, and exercising no influence on its condition?

Seventh. Is there any rule or usage in the port of Boston, or any other, to your knowledge, that forbids the loading of Liverpool salt, in sacks, in combination with a general assorted cargo, if the same is in good order, well dunnaged, and especially if it comes out in dry clean sacks, and leaving no stain behind it, and is stowed upon an independent deck, having no communication with the rest of the cargo?

Eighth. Do you know any other matter or thing tending to show that a long and tempestuous voyage from Liverpool to Charleston may affect iron ware without any defect in the ship?

BENJAMIN F. HUNT & SON,
Proctors.

UNITED STATES OF AMERICA,
South Carolina district.

LAMBERT & BROTHER et al.
vs.
THE SHIP MARTHA. } In the admiralty.

To be used in all the cases between the shippers and owners.

Cross interrogatories for the witnesses in Boston, examined on the part of the respondents.

1st. Have you any personal knowledge of any ship or ships that have taken a full cargo of dry goods and fine cutlery under the lower deck, and salt in sacks in the between decks? If you answer in the affirmative, name the particular vessels, the voyages, and the result of them; did you never know in such a case of any damage to the cargo?

2d. In stowing a vessel with salt and things likely to be corroded by salt, would you deem it prudent to put those things within the drip of the salt, exposed to the leakage through the seams of the deck?

3d. Has it not come within your observation that salt in sacks, and particularly course Liverpool salt, will always give out brine in common weather; and that the leakage of salt is very penetrating?

4th. If you answer the third interrogatory affirmatively, then say whether the steam thus generated would deposite salt in the concrete upon the merchandise in the hold; say, also, whether such change of temperature as would generate steam in the hold is to be expected in a voyage from Liverpool to Charleston, between the 21st September and 10th November; and say, also, whether steam could have been thus generated in a dry cargo, unless water in considerable quantities had been admitted into the hold; and whether the traces of water so admitted would not have been found on the under part of the boxes and packages.

5th If you deem salt in sacks, particularly course salt, a proper cargo for between decks, when there are things liable to be corroded by salt below deck, say whether in such case the between decks should be dunnaged or not.

6th. If a vessel with fine cutlery and other valuable goods below her lower deck, railroad iron in the bottom, forming below deck a cargo altogether dry, and salt in sacks between decks, sails from Liverpool on the 21st September, meets with ordinary weather, arrives in Charleston on 10th November, and while discharging the cargo, the seams of the under deck are seen to be wet, and the brine dripping through them, to what cause would you refer the injury, if upon examination the hardware and dry goods should be found damaged by rust and salt?

7th. If, in such a case, you would refer the damage to the generation of steam caused by mere change of temperature, then say why such an injury does not happen in every voyage from Liverpool to Charleston?

8th. Do you know any thing more tending to show that the stowing of salt in sacks above dry goods and cutlery, even when the seams of the lower deck are apparently well caulked, is contrary to rule or a dangerous practice? Declare all you know.

PETIGRU & LESESNE,
Libellants' proctors.

Libellants' commissioners.

FLETCHER WEBSTER,
January 8th, 1848. THOMAS A. DEXTER, Esqs.

SOUTH CAROLINA RAILROAD COMPANY and others
vs.
THE SHIP MARTHA.

Additional cross interrogatories for witnesses in Boston, examined on part of respondents, to be used in all the cases between the shippers and the owners.

1st. If you know personally that injury has arisen to cargoes from steam generated in the holds of vessels, please state particularly the cases in which you have known such injury to arise, and the extent of the injury in each case.

2d. In cases where injury arises from steam thus generated, is an incrustation of salt to be found on the goods thus damaged?

3d. Do you know of any difference as to the moisture contained in stored or fine salt, and course Liverpool salt? If yea, state which is subject to the greatest leakage or drainage of brine. In your answers to the interrogatories in chief, when you speak of the stowage of salt and the injury likely to arise, please distinguish between the two kinds of salt.

4th. Are not injuries from the stowage of course salt, in the same vessel with cutlery and hardware, of frequent occurrence; and are not such injuries more decided and greater in extent than injuries from the generation of steam in the hold?

5th. If you state that serious injuries do occur from the generation of steam in the hold of a vessel, please say whether these injuries are unavoidable, or whether by the use of proper precaution they may be prevented.

6th. Where drops of brine are discoverable on the under part of the lower deck, taking the course of its seams, the deck having been stowed for seven weeks with course salt in sacks, would you refer these drops of brine to the steam below, rather than [to] the dripping of the salt above?

PERONNEAUS & HAYNE,
Proctors of South Carolina R. R. Co.

The commissioners will perceive that the interrogatories in all the cases are the same, and the set of cross interrogatories attached will answer in all the cases; one examination of the witnesses will therefore be sufficient, as the testimony will equally apply in each case.

Depositions of witnesses sworn and examined under and by virtue of the annexed commission.

George R. Sampson, of the city of Boston, merchant, one of the partners of the merchantile house or firm of Sampson and Tappan, being first sworn in the manner and form prescribed in the commission hereto annexed, answered the several interrogatories and cross interrogatories as follows:

1st. To the first interrogatory he answered:

I am thirty-six years of age; a merchant; I have been acquainted with the business of shipping twenty years, having been a supercargo at sixteen years of age; I have been acquainted with the stowage of vessels for the same length of time, and with the business of insurance for sixteen or seventeen years; I have been a director of an insurance company for six or seven years; I have had knowledge of the Liverpool trade particularly for about four years.

2d. To the second interrogatory he answered:

So far as my experience goes, it has been usual to put salt in the lower hold, on account of its weight; but, if I was loading a ship at Liverpool, and she had sufficient weight in the lower hold, I should not hesitate to put salt between decks, provided that the lower deck was tight and properly caulked, and hatches well secured; it is usual, safe, and proper for vessels, trading between Liverpool and the United States, to take a cargo of assorted merchandise in the hold of a vessel having two decks, and it is usual, proper, and good stowage not to fill the between decks with salt in sacks, as that would make her crank, but to put more or less salt between decks, according to the weight of the cargo below; if the salt is dry and in good condition, it does not interfere with, nor is it injurious to, the cargo in the hold.

3d. To the third interrogatory he answered:

Yes, sir; I have just had a case of the kind myself.

4th. To the fourth interrogatory he answered:

The steam is generated by change of climate, and is caused thereby; if there was no change of climate, there would be no damage to the cargo from this cause; the steam collects on the under part of the decks, condenses and drips down upon the goods underneath.

5th. To the fifth interrogatory he answered:

Yes; it is usual to put salt or other heavy articles between decks in such cases, and the ship would not be properly stowed if it was not done, so as to counterbalance the weight below.

To the sixth interrogatory he answered:

Certainly.

7th. To the seventh interrogatory he answered:

I know of no such rule or usage.

8th. To the eighth interrogatory he answered:

I know of nothing else if the ship be tight.

1st cross. To the first cross interrogatory he answered:

John S. Tyler, J. L. English, Fletcher Webster, commissioners.

I have no personal knowledge of any such instance.

2d cross. To the second cross interrogatory he answered:

I should not, if the decks were not so caulked as to prevent any dripping through.

3d cross. To the third cross interrogatory he answered:

So far as my observation has extended, it has not; my opportunities for observation have been limited.

4th. To the fourth cross interrogatory he answered:

I cannot tell whether the steam would deposite salt in the concrete; I think such a change of temperature as would generate steam, would be likely to happen between the 21st of September and 10th of November, on a voyage from Liverpool to Charleston; I think steam could have been generated in a dry cargo, without the admission of water in considerable quantities into the hold; I have known damage to a large number of packages of a Canton cargo, of perfectly dry articles, by sweat or steam alone; if water had been admitted into the vessel, it is most likely to be seen on the bottom side of the packages, but steam may generate on the under side of the deck, and having condensed, run down the beams or carlines as the vessel heels over, and drip upon the cargo in such manner as to wet the under side of packages.

5th. To the fifth cross interrogatory he answered:

I think the between decks should be dunnaged, in the case supposed.

6th. To the sixth cross interrogatory he answered:

If the bags of salt came out perfectly dry, and the lower deck was properly caulked, I should attribute the appearance of brine dripping through to the formation of steam, along the seams, and condensation there, and the damage to the goods to that cause; but if the decks were not properly caulked, and the brine was actually dripping through them, and the state of the bags of salt justified the conclusion, I should infer that the damage was owing to water dripping through from the salt; I think that an appearance of salt in a concrete state on hardware does not necessarily prove that there has been a dripping through the deck from salt above, as it may form from the steam and sweat; but on this subject I do not feel myself well experienced.

7th. To the seventh cross interrogatory he answered:

It may happen that there is no considerable change of temperature, or that the master has taken care to air the cargo frequently, by taking off the after hatch, which may be done safely in good or ordinary weather, but which cannot be done in boisterous weather without danger.

8th. To the eighth cross interrogatory he answered:

I don't know that it is a dangerous practice, nor that it is contrary to rule, nor do I consider it so.

To the additional cross interrogatories the said deponent answered:

First additional cross interrogatory.

The Areatus' cargoes repeatedly; the ship Hamilton's cargo once; he Chicora's cargoes repeatedly; the Woodside's cargoes repeatedly; the ship Farwell's cargo; the General Harrison's cargo; and I could name

a large number of others; the quantity of cargo damaged has been from 15 to 20 packages, up to 200 or more; these have been East India voyages, and the vessels arriving here in the winter season, or mostly so. As a general rule the goods are not much injured by sweat, but the outside appearance is injured, and the market value impaired. Sometimes the quality of such articles as tea is much impaired.

Second additional cross interrogatory.

To the second additional cross interrogatory he said:

I have never noticed such incrustation.

Third additional cross interrogatory.

To the third additional cross interrogatory he answered:

I have not had much knowledge of the article of salt, and am unable to point out any difference between the two kinds as to moisture, and I have already answered this inquiry as far as I am able.

Fourth additional cross interrogatory.

To the fourth additional cross interrogatory he said:

Not to my knowledge.

Fifth additional cross interrogatory.

To the fifth additional cross interrogatory he answered:

That the only precaution he knows of, which can be taken, is to open the after hatch, in good weather, to ventilate the ship.

Sixth additional cross interrogatory.

To the sixth additional cross interrogatory he answered:

I have already answered this question in my answer to the sixth cross interrogatory. If the deck is properly caulked I should attribute the drops of brine to the steam or sweat.

GEO. R. SAMPSON.

Sworn to and subscribed before us, this 24th January, 1848.

JOHN S. TYLER,
J. L. ENGLISH,
FLETCHER WEBSTER,
Commissioners.

Benjamin Bangs, being sworn in the manner and form prescribed by the commission, answered the interrogatories, cross interrogatories, and additional cross interrogatories hereto annexed, as follows.

1st. To the first interrogatory he answered:

I am sixty years of age; a merchant; I have been acquainted with the business of shipping and insurance for 25 or 30 years, and with the stowage of vessels for 25 years; I have been acquainted with the Liverpool trade for about 15 years; I imported goods much longer ago, but in vessels I have been engaged as an owner about 15 years.

2d. To the second interrogatory he answered:

I think it is usual so to load a vessel; I have seen it frequently; it would not do to fill the space between decks with salt, as it would make vessels of the usual model crank, but some salt in sacks may be put there, and frequently is so carried; the salt does not injure or interfere with the cargo below deck, unless too much is put there, so as to strain the vessel.

John S. Tyler, J. L. English, Fletcher Webster, commissioners.

3d. To the third interrogatory he answered:

I should think it would, if there is great change of temperature; I have seen the drops formed on the under side of the deck from the heat of the hold, and have noticed where the water has dropped down and damaged the cargo.

4th. To the fourth interrogatory he answered:

I have often known steam so generated; it is very common indeed where vessels come from a warm climate into a cold one, or through a cold one.

5th. To the fifth interrogatory he answered.

Yes, to both branches of the inquiry.

6th. To the sixth interrogatory he answered:

I think it is.

7th. To the seventh interrogatory he answered:

Not to my knowledge.

8th. To the eighth interrogatory he answered:

I think the steam or moisture created by coming into a cold climate from a warm one would account for it.

1st cross interrogatory. To the first cross interrogatory he answered:

I know that it is common to put salt between decks, and I presume it is often stowed over dry goods and cutlery; I have so carried it in my own vessels, but cannot tell precisely which or when, without referring to invoices and other papers, and possibly it may be impracticable to specify any particular instance; the voyages to which I allude when speaking of salt, are from Liverpool to this country; I never knew any damage to the cargo from the salt so stowed.

2d cross int. To the second cross interrogatory he answered:

I should not apprehend any danger from it.

3d cross int. To the third cross interrogatory he answered:

No; Liverpool salt in sacks is generally very dry; I consider it a safe dry article to carry between decks over any goods. If water comes in contact with salt it will melt of course.

4th cross int. To the fourth cross interrogatory he answered:

I should think not; there would be no concrete salt from the steam; I should think such weather as would generate steam, by a change of temperature, might be expected in the voyage named; if there were great changes of temperature, I think the water would have no effect upon the generation of the steam, that is caused by the condensation of the air; if a ship leaks badly the bottom of the packages may be wet, but the steam would be likely to wet the upper side by condensing and dropping down.

5th cross int. To the fifth cross interrogatory he answered:

That dunnage would be proper between decks for the protection of the salt; but it would make no difference as to the cargo in the hold.

6th cross int. To the sixth interrogatory he answered:

If the brine was dripping through the deck, I should attribute it to the straining of the vessel and admission of water, or the want of proper caulking.

John S. Tyler, J. L. English, Fletcher Webster, commissioners.

7th cross int. To the seventh cross interrogatory he answered:

There may be circumstances at one time to generate steam, and not on others; sudden and violent changes create the steam, not gradual changes; the hatches are sometimes left off to air the cargo.

8th cross int. To the eighth cross interrogatory he answered:

That he does not know that it is contrary to rule or a dangerous practice; he should not hesitate to carry salt in that manner in his own vessels.

To the additional cross interrogatories the said deponent answered.

1st additional cross. To the first additional cross interrogatory he answered:

That he recollects having seen the cargo of the ship Farwell, from India, much injured, and the ship Sophia's cargo was also injured. He has known many instances, but cannot now name particular ones.

2d additional cross. To the second additional cross interrogatory he answered:

I should think not.

3d additional cross. To the third additional cross interrogatory he answered:

I don't know of any difference between the two kinds of salt; neither are liable to absorb moisture enough to injure cargo in the lower hold, if the deck is properly caulked.

4th additional cross. To the fourth additional cross interrogatory he answered:

That he had no knowledge of cases of injury arising from stowage of salt in sacks between decks.

5th additional cross. To the fifth additional cross interrogatory he answered:

That he did not know of any way to prevent such damage but by leaving the hatches off, which is attended with danger in rough weather.

6th additional cross. To the sixth additional cross interrogatory he answered:

I should attribute the drops of brine to the salt above, and should infer that it came through the deck in consequence of straining or insufficient caulking, if there was dripping of brine.

BENJAMIN BANGS.

Sworn to and subscribed before us, this twenty-fourth day of January, A. D. 1848.

JOHN S. TYLER,
J. L. ENGLISH,
FLETCHER WEBSTER,
Commissioners.

Enoch Train, of the city of Boston, merchant, being first sworn in the manner and form prescribed in the commission, answered the interrogatories, cross interrogatories, and additional cross interrogatories, hereto annexed as follows.

1st. To the first interrogatory he answered :

I am forty-six years of age; a merchant; I have been acquainted with the business of shipping about twenty years, and with insurance quite as long, having been a director of an insurance company since 1823. I have been concerned in the trade to Liverpool since 1832, and have had a regular line of packets between that port and Boston under my charge since the year 1844.

2d. To the second interrogatory he answered :

It is usual for vessels trading between Liverpool and the United States to take a cargo of assorted merchandise, such vessel having two decks in the lower hold. It is proper and usual to put stoved salt, in sacks, between decks, that is to fill any space between decks with such salt in sacks. If the salt is put in dry, and the lower decks and hatches are well caulked, it is not injurious to, nor does it interfere with the cargo in the lower hold. I wish to be understood as making a distinction between stoved and coarse salt, the former being a dry article, and the other liable to make brine; I do not allow any but stoved salt to be stowed between decks in my vessels, as the decks may strain in bad weather, and lead to damage the cargo below. If the decks are tight and kept so, then no damage can come to the cargo below from salt of any kind stowed between decks; I do not mean to say that I consider it improper stowage, in a technical sense, to put salt of any kind between decks, if the vessel is strong and properly caulked, but my own practice is to avoid any chance of injury from that cause.

3d. To the third interrogatory he answered :

I do not feel well qualified to speak on the point here inquired of; goods are often put into the vessel damp in Liverpool, as there is much rainy weather there, and I suppose there may be a steam so created. If goods are put in dry, there would be no steam, I suppose.

4th. To the fourth interrogatory he answered :

I know but little about this matter of steam, and cannot give any opinion.

5th. To the fifth interrogatory he answered :

Yes; the vessel must have proper weight above the lower deck beams to ease her; salt in sacks is often put between decks for the purpose named. In my vessels I usually bring passengers between decks, and I put railroad iron, or some thing of the kind, as a flooring over the lower deck.

6th. To the sixth interrogatory he answered :

I should think it was.

7th. To the seventh interrogatory he answered :

The between decks should always be dunnaged.

8th. To the 8th interrogatory he answered :

I am not particularly acquainted with the subject inquired of in this question.

To the cross interrogatories the said deponent answered as follows :

1st cross. To the first cross interrogatory he answered :

I do not recollect any instance of a cargo of dry goods and fine cutlery being stowed in the lower hold, and salt between decks; that is to say, an entire cargo; it is usual to have railroad iron, coal, salt, or other heavy goods at the bottom.

2d cross. To the second cross interrogatory he answered:

I should not.

3d cross. To the third cross interrogatory he answered:

No, not always; in some instances I have noticed it; I do not know that the brine from salt is very penetrating; it is less so than oil.

4th cross. To the fourth cross interrogatory he answered:

I have not answered the third interrogatory in the affirmative, and do not feel able to express any opinion on the points here inquired of.

5th cross. To the fifth cross interrogatory he answered:

The between decks should always be dunnaged.

6th cross. To the sixth cross interrogatory he answered:

If the brine was seen dripping through the seams, I should infer that the damage was occasioned by the brine.

7th cross. To the seventh cross interrogatory he answered:

I have not referred to the damage to steam in the case supposed in the interrogatory preceding.

8th cross. To the eighth cross interrogatory he answered:

I should stow stoved salt between decks, not common coarse salt; to stow the latter so, is contrary to my practice, and so far I consider it contrary to rule, and a dangerous practice; but I do not know that there is any general rule against it, or that it is commonly considered a dangerous practice.

To the additional cross interrogatories the said deponent answered as follows.

1st additional cross. To the first additional cross interrogatory he answered:

I have had no experience as to damage arising from steam.

2d additional cross. To the second additional cross interrogatory he answered:

I refer to my answer to the next preceding interrogatory.

3d additional cross. To the third additional cross interrogatory he answered:

There is a difference, as I have already stated; the stoved salt is very dry, there is no danger of injury from it; the other is moist, and liable to give out brine. In answering the interrogatories and cross interrogatories I have made a distinction between the two kinds of salt throughout.

4th additional cross. To the fourth additional cross interrogatory he answered:

It has not come to my knowledge that such damage is common from such cause.

5th additional cross. To the fifth additional cross interrogatory he answered:

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I have no knowledge about damage by steam.

6th additional cross. To the sixth additional cross interrogatory he answered:

Steam does not make brine; the natural inference from seeing brine dripping through the decks would be that it came from the salt.

ENOCH TRAIN.

Subscribed and sworn to, this twenty-fifth day of January, A. D. 1848.

JOHN S. TYLER,
J. L. ENGLISH,
FLETCHER WEBSTER,
Commissioners.

John H. Pearson, of the city of Boston, merchant, being first sworn in manner and form as prescribed in the commission, in answer to the interrogatories, cross interrogatories, and additional cross interrogatories hereto annexed, replied as follows.

1st interrogatory. To the first interrogatory he answered:

I am about fifty year of age; a merchant, and have been acquainted with the business of shipping since the year 1821, and with insurance for over twenty years, having been a director of an insurance company for many years; I have been acquainted with the stowage of vessels many years, and have had vessels occasionally employed in the Liverpool trade for many years.

2d interrogatory. To the second interrogatory he answered:

It is usual, safe, and proper, for a vessel having two decks, trading between Liverpool and the United States, to take a cargo of assorted merchandise in the hold; it is usual to put bag salt between decks; it is necessary to put some heavy goods there to make the vessel easy; salt, crates, and dry goods are used for this purpose; to fill the between decks with bag salt could not be safely done, as no vessel would bear so much weight there. I have never known any ill effect from stowing salt in bags between decks.

3d interrogatory. To the third interrogatory he answered:

I cannot answer as to a vessel going into a southern port; but a vessel coming to this port through a warm temperature may, and will, exhibit evidence of the generation of steam by the change of temperature.

4th interrogatory. To the fourth interrogatory he answered:

I can only account for the generation of steam by the change of temperature; the introduction of water would not, in my opinion, have much, if any effect, on the generation of steam.

5th interrogatory. To the fifth interrogatory he answered:

Yes, as far as my experience goes, to both branches of the inquiry.

6th interrogatory. To the sixth interrogatory he answered:

I think it would be, certainly.

7th interrogatory. To the seventh interrogatory he answered:

I know of no rule or usage forbidding the stowage of salt between decks in this port, or in any other port, such salt being in bags, and combined with a general assorted cargo.

8th interrogatory. To the eighth interrogatory he answered:

I know of nothing but the generation of steam already mentioned.

To the cross interrogatories the said deponent answered as follows:

1st cross. To the first cross interrogatory he answered:

No vessel in my knowledge has ever taken a full cargo of dry goods and cutlery in the lower hold. The cargoes consist generally of bar iron, railroad iron, hardware generally, copper, crates of earthenware, dry goods, &c.; and bag salt is stowed both in the hold and between decks; my ships, Suffolk and Charles Carroll, were so stowed, and I have no doubt that other of my vessels have been so stowed, though I cannot now specify which of them; these voyages have been from Liverpool to Boston. I never knew of any damage to result from the salt.

2d cross. To the second cross interrogatory he answered:

Not having ever seen or known any weeping from bag salt, I should not hesitate to stow that article between decks without reference to the nature of the goods under it in the lower hold; I should not place salt immediately upon an article liable to injury from it, but if there was a deck between, properly caulked, I should not inquire what was underneath, nor should I hesitate to stow goods directly alongside of salt in bags on the same deck.

3d cross. To the third cross interrogatory he answered:

I have never known bag salt to give out brine, unless wet by the introduction of water.

4th cross. To the fourth cross interrogatory he answered:

I cannot give an opinion on the point here inquired of; I do not know how the formation of steam might operate upon bag salt; I cannot tell whether such a change of temperature is to be expected on such a voyage as is inquired about; my belief is that steam is generated by a sudden change of temperature, and not by the introduction of water in consequence of the ordinary leak of a vessel; but, if water be introduced in considerable quantities by an injury to the upper works, so that it gets into contact with the heated air in the hold, I suppose steam may be generated from it; I had a case in which I thought the cargo was all damaged by the introduction of water suddenly by an accident, although the whole cargo did not come in direct contact with the water; the cargo I speak of was dry Malaga fruit; the under side of the packages was not wet, but the contents appeared to be injured by steam. The vessel arrived in the winter.

5th. To the fifth cross interrogatory he answered:

The between decks should always be dunnaged.

6th. To the sixth cross interrogatory he answered:

I should refer the damage, in the case supposed, to the probable fact that water had got to the salt, and made a brine, which had dripped through the deck by reason of the want of proper caulking or the opening of the deck seams by straining.

7th. To the seventh cross interrogatory he answered:

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I have not referred the damage to steam in the preceding cross interrogatory.

8th. To the eighth cross interrogatory he answered:

I do not know that it is contrary to rule, or a dangerous practice, to stow salt in sacks between decks.

To the additional cross interrogatories the said deponent answered as follows:

1st additional cross. To the first additional cross interrogatory he answered:

That all cargoes coming from warm climate into a cold one, or exposed to sudden changes of temperature, are liable to more or less damage by steam. He has seen many goods injured more or less in this way, but cannot undertake to specify the vessels by name.

2d additional cross. To the second additional cross interrogatory he answered:

That he never saw such an instance.

3d additional cross. To the third additional cross interrogatory he answered:

I have never noticed any difference; I should think there might be more dampness in the coarse salt.

4th additional cross. To the fourth additional cross interrogatory he answered:

I never knew an injury to arise from the stowage of salt in bags; coarse salt in bulk sometimes causes damage to goods stowed in the same vessel.

5th additional cross. To the fifth additional cross interrogatory he answered:

I do not know how the damage by steam to the cargo of a deeply laden vessel can be avoided; it may be mitigated by the introduction of air through the after hatch; but when vessels are deep, there is danger of getting water down the hatchway, if it is allowed to stand open.

6th additional cross. To the sixth additional cross interrogatory he answered:

I cannot conceive how the drops of brine could have got there, unless water had got to the salt, or steam enough formed to create a brine from it.

JOHN W. PEARSON.

Subscribed and sworn to before us, this twenty-fifth day of January, A. D. 1848.

JOHN S. TYLER,
J. L. ENGLISH,
FLETCHER WEBSTER,
Commissioners.

Samuel W. Swett, of the city of Boston, being first sworn in the manner and form prescribed in the commission, answered the several interrogatories, cross interrogatories, and additional cross interrogatories, in manner following:

John S. Tyler, J. L. English, Fletcher Webster, commissioners.

1st interrogatory. To the first interrogatory he answers:

I am 43 years old; president of the National Insurance Company in Boston; I have had but little knowledge of the business of shipping excepting as an insurer; I have been connected with the National Insurance Company as an officer twenty years; I know but little about the stowage of vessels, or the trade between Liverpool and the United States in those particulars.

2d interrogatory. To the second interrogatory he answers:

I know it is done; salt is so carried, and I do not know why it is not good stowage. If the salt is dry, and in good condition, and the decks and hatches well caulked and in good order, I don't see how it should be injurious to the cargo in the hold.

3d interrogatory. To the third interrogatory he answered:

I should think dry goods might be affected by steam on such a voyage; as to hardware and cutlery I do not know.

4th interrogatory. To the fourth interrogatory he answered:

I know little about the philosophy of the generation of steam.

5th interrogatory. To the fifth interrogatory he answered:

It is necessary to have weight enough between decks to keep the vessel easy; salt in sacks is very often used for that purpose on voyages from Liverpool.

6th interrogatory. To the sixth interrogatory he answered:

I think so.

7th interrogatory. To the seventh interrogatory he answered:

I know of no custom forbidding it.

8th interrogatory. To the eighth interrogatory he answered:

No, sir.

To the cross interrogatories the said deponent answered as follows:

1st cross interrogatory. To the first cross interrogatory he answered:

I know that the ship Granada came from Liverpool to Boston with a general assorted cargo in the lower hold, and salt in sacks between decks; I do not know how much of the cargo in the hold was dry goods and cutlery. There was no bad effect from the stowage, every thing came out in good order; I suppose there have been many other instances, but I cannot specify the names of vessels. I have never heard of any damage from such stowage, and believe the custom is so to stow cargoes. I was an owner of the Granada.

2d cross interrogatory. To the second cross interrogatory he answered:

If there were leaks in the deck I should think it improper to put salt over such leaks.

3d cross interrogatory. To the third cross interrogatory he answered:

I suppose there may be a dampness from salt, not a stream of water running from it, but a little dampness; I do not know that the leakage from it is very penetrating.

4th cross inter'y. To the fourth cross interrogatory he answered:

I should think some steam might be expected on such a voyage; as to the deposite of salt in the concrete, I do not feel able to express an opinion, not having much experience on the subject; I think steam may

John S. Tyler, J. L. English, Fletcher Webster, commissioners.

be generated in a dry cargo, without the admission of water to the hold in considerable quantities.

5th cross inter'y. To the fifth cross interrogatory he answered:

I think it is best to have dunnage, but that it is not of much importance.

6th cross inter'y. To the sixth cross interrogatory he answered:

If the cutlery was directly underneath the salt, and the brine was seen dripping through the seams, I should attribute the damage to brine caused by the salt; but if the cutlery was forward, and the salt aft, I should not refer the injury to the salt; sometimes Liverpool cargoes are wet before shipment by rain.

7th cross int'y. To the seventh cross interrogatory he answered:

There is not so much steam formed on some voyages as others; I do not know precisely why.

8th cross int'y. To the eighth cross interrogatory he answered:

I don't know that it is a dangerous practice, or contrary to rule.

To the additional cross interrogatories the said deponent answered as follows:

1st add. cross. To the first additional cross interrogatory he answered:

I do not recollect the names of any particular vessels in which damage from steam has arisen, and been seen by myself, but I have seen goods which were so damaged.

2d add. cross. To the second additional cross interrogatory he answered:

I never noticed any salt.

3d add. cross. To the third additional cross interrogatory he answered:

I do not know any difference between the two kinds of salt; I think the Granada had both coarse and fine salt.

4th add. cross. To the fourth additional cross interrogatory he answered:

I do not know that.

5th add. cross. To the fifth additional cross interrogatory he answered:

I think such injuries are unavoidable, except by great expense in packing the goods.

6th add. cross. To the sixth additional cross interrogatory he answered:

If the drops of brine were directly under the salt, and no where else, I should think they came from the salt, otherwise from the steam.

SAM'L W. SWETT.

Subscribed and sworn to this twenty-eighth day of January, A. D. 1848.

JOHN L. TYLER,
J. L. ENGLISH,
FLETCHER WEBSTER,
Commissioners.

I, Ingersoll Bowditch, of the city of Boston, being first sworn in the manner and form prescribed in the commission, testified as follows:

1st interrogatory. To the first interrogatory he answered:

I am 41 years of age; president of the American Insurance Company;

I have been concerned in vessels about sixteen years; have not had much to do with the Liverpool trade excepting as an insurer; have been acquainted with the stowage of East India cargoes, having been supercargo on many voyages.

2d interrogatory. To the second interrogatory he answered:

I think it is the usage so to stow cargoes, and that it is proper stowage; and the salt, under the circumstances stated, is not injurious to the cargo in the hold.

3d interrogatory. To the third interrogatory he answered:

I think it is very probable that steam would be so generated in such circumstances.

4th interrogatory. To the fourth interrogatory he answered:

I think the degree or extent of the damage from steam is affected by the length of the voyage; the steam accumulates on long voyages.

5th interrogatory. To the fifth interrogatory he answered:

Yes, to both branches of the question.

6th interrogatory. To the sixth interrogatory he answered:

Yes.

7th interrogatory. To the seventh interrogatory he answered.

I don't know of any.

8th interrogatory. To the eighth interrogatory he answered:

No.

To the cross interrogatories the said deponent answered as follows:

1st cross int'y. To the first cross interrogatory he answered:

I know of no damage from the salt on such voyages, nor do I know of any ship in particular so loaded, although I have no doubt that ships have been so loaded in which I had an interest, from Liverpool.

2d cross int'y. To the second cross interrogatory he answered:

I should not deem it proper to put any goods under any deck that was liable to leak.

3d cross int'y. To the third cross interrogatory he answered:

It has not come to my knowledge.

4th cross int'y. To the fourth cross interrogatory he answered:

I do not know any thing about this matter.

5th cross int'y. To the fifth cross interrogatory he answered:

In my opinion, ships always should be dunnaged.

6th cross int'y. To the sixth cross interrogatory he answered:

I should think the ship had leaked.

7th cross int'y. To the seventh cross interrogatory he answered:

I have not referred the damage to steam.

8th cross int'y. To the eighth cross interrogatory he answered:

I do not know that it is contrary to rule or a dangerous practice.

To the additional cross interrogatories the said deponent answered as follows, viz:

1st add'l cross. To the first additional cross interrogatory he answered:

In the case of the ship Moselle, from Havre to Boston; there was a great deal of damage by steam; the insurance company with which I am connected refused to pay for the damage to some goods insured

on board of her, it being a damage from steam; I know other instances, but cannot recall the names of the vessels.

2d add'l cross. To the second additional cross interrogatory he answered:

Not usually, I should think.

3d add'l cross. To the third additional cross interrogatory he answered:

I do not know any difference between one and another kind of Liverpool salt in sacks.

4th add'l cross. To the fourth additional cross interrogatory he answered:

I don't know of any injury done to a cargo by salt.

5th add'l cross. To the fifth additional cross interrogatory he answered:

I believe damage by steam is unavoidable; methods for ventilating ships have been suggested, and apparatus invented; as yet, I am not informed that any practical result has been attained.

6th add'l cross. To the sixth additional cross interrogatory he answered:

I should think there must have been water admitted.

J. J. BOWDITCH.

Subscribed and sworn to before us, this twenty-eighth day of January, A. D. 1848.

JOHN S. TYLER,
J. L. ENGLISH,
FLETCHER WEBSTER,
Commissioners.

John L. Dimmock, of the city of Boston, being first duly sworn in manner and form prescribed in the commission, answered the several interrogatories in the manner as following:

1st interrogatory. To the first interrogatory he answered:

I am about 51 years old, and president of the Warren Insurance Company; I have been acquainted with the business of shipping for more than thirty years; and with insurance, more or less, the same time, and have been president of the Warren Insurance Company since its institution, in the year 1835 or 1836. I have been familiar with the stowage of vessels over thirty years, and with the trade between Liverpool and the United States, more or less, for twenty-five years.

2d interrogatory. To the second interrogatory he answered:

It is usual, safe, and proper to stow the cargo of Liverpool vessels in the manner described in the interrogatories; it is usual to stow salt in sacks between decks; the salt would not be injurious to, or interfere with, the cargo in the lower hold, unless too much weight was put between decks.

3d interrogatory. To the third interrogatory he answered:

I should think there might be steam created in the hold under such circumstances.

4th interrogatory. To the fourth interrogatory he answered:

I think there must be a steam arising from the moisture in such circumstances.

5th interrogatory. To the fifth interrogatory he answered:

Yes, to both branches of the inquiry on voyages from Liverpool.

6th interrogatory. To the sixth interrogatory he answered:

I should certainly say so.

7th interrogatory. To the seventh interrogatory he answered:

I know of no usage forbidding such stowage.

8th interrogatory. To the eighth interrogatory he answered:

The length of the passage would naturally affect the condition of iron ware, as the hold of a vessel is always liable to be more or less damp.

To the cross interrogatories the said deponents answered as follows:

1st cross interrogatory. To the first cross interrogatory he answered:

I have had ships come to this port from Liverpool with generally assorted cargoes in the lower hold, and salt in the sacks between decks; the ship Pluto, several times; the ship Tiger, the ship Lucas, and others, the names of which I cannot now recall, such ships being owned by or consigned to me; I have never known any damage to the cargo from the salt in these vessels, although there has sometimes been other damage.

2d cross interrogatory. To the second cross interrogatory he answered:

If the decks were leaky I should not; but if tight, it would make no difference.

3d cross interrogatory. To the third cross interrogatory he answered:

No, to both branches; the bags generally come out as dry as when they are put in, to external appearance.

4th cross interrogatory. To the fourth cross interrogatory he answered:

I never saw any salt deposited in the concrete from steam; if the vessels made water steam might be generated, otherwise I should think not on such a voyage; steam might arise from a very small quantity of water, in a tight ship; if the cargo is properly dunnaged, the packages would not be likely to be wet on the under side, unless there was a great leak.

5th cross interrogatory. To the fifth cross interrogatory he answered:

If the decks were perfectly tight, I should not deem dunnage between decks important for salt; I should sometimes put a board for dunnage.

6th cross interrogatory. To the sixth cross interrogatory he answered:

I should think the vessel had strained; and if the brine was actually dripping through, that water had got to the salt and created it; but as much steam forms in the lower hold of a ship, and gathers along the beams and upper deck, I should think there might be an appearance of dripping through when the seams were actually tight.

6th cross interrogatory. To the seventh cross interrogatory he answered:

That there is not the same quantity of steam formed on any voyage.

8th cross interrogatory. To the eighth cross interrogatory he answered:

It is not contrary to rule nor a dangerous practice.

John S. Tyler, J. L. English, Fletcher Webster, commissioners.

To the additional cross interrogatories the said deponent answered as follows:

1st additional cross. To the first additional cross interrogatory he answered:

I have had claims presented to me as president of the Warren Insurance Company for damages to goods caused by steam; I have [not] noticed many goods personally, nor do I recollect particular cases.

2d additional cross. To the second additional cross interrogatory he answered:

I have not noticed any incrustation of salt from such cause.

3d additional cross. To the third additional cross interrogatory he answered:

I know of no difference in moisture in the two kinds of salt; the stoved salt is the common salt used on the table; coarse Liverpool salt is the common cooking salt; there is no drainage from either, and no difference in this particular.

4th additional cross. To the fourth additional cross interrogatory he answered:

I have never heard of injury from the stowage of salt in bags, in the same vessel with hardware.

5th additional cross. To the fifth additional cross interrogatory he answered:

The damage by steam is unavoidable.

6th additional cross. To the sixth additional cross interrogatory he answered:

That he should rather refer the damage to the steam than any other cause, unless there was an evident leak or admission of water to the salt, and a straining of the decks or want of caulking.

JNO. L. DIMMOCK.

Sworn and subscribed this thirty-first day of January, A. D. 1848, before us.

JOHN S. TYLER,
J. L. ENGLISH,
FLETCHER WEBSTER,
Commissioners.

Benjamin A. Gould, of the city of Boston, merchant, being first sworn in manner and form prescribed in the commission, answered the several interrogatories and cross interrogatories in the manner following:

1st interrogatory. To the first interrogatory he answered:

I am 60 years of age; a merchant; I have been acquainted with the business of shipping about 23 years, and the early part of my business was between England and the United States; I have known about the stowage of vessels and insurance during the same term of time.

2d interrogatory. To the second interrogatory he answered:

It is usual, safe, and proper to take a cargo of assorted merchandise in the hold; and it is in my opinion proper to put salt in sacks between

decks; how much could be safely and properly carried there depends on the weight there is below; if the deck is well caulked and in good order, salt between decks would not interfere with the cargo below, or be injurious to it.

3d interrogatory. To the third interrogatory he answered:

I cannot tell as to this; I understand that steam is often generated by a change of temperature in coming from a warm to a cold climate; whether such a change would be likely to occur on such a voyage as is described in this interrogatory I do not know.

4th interrogatory. To the fourth interrogatory he answered:

There is a vapor created on board vessels on a long voyage, and such vapor penetrates packages which are well secured; this vapor condenses on a sudden change of temperature from heat to cold, and forms in drops on the beams and planks under the decks, and falls down on the goods; injury may be done, and often is, by the vapor without condensation; I think I have observed more of the condensation between decks than in the lower hold.

5th interrogatory. To the fifth interrogatory he answered:

Yes, to the first branch; to the second, he cannot say.

6th interrogatory. To the sixth interrogatory he answered:

I should think so.

7th interrogatory. To the seventh interrogatory he answered:

I know of none.

8th interrogatory. To the eighth interrogatory he answered:

I know that cargoes have been injured by something, which I suppose to have been the vapor to which I have alluded, such as sheet iron, &c., on long voyages, without any defect in the ship.

To the cross interrogatories the said deponent answered:

1st cross interrogatory. To the first cross interrogatory he answered:

I have no personal knowledge of such cases.

2d cross interrogatory. To the second cross interrogatory he answered:

I should not suppose that there would be any danger of leakage through the seams of the lower deck if properly caulked.

3d cross interrogatory. To the third cross interrogatory he answered:

I have never had any personal experience of the importation of course salt in sacks:

4th cross interrogatory. To the fourth cross interrogatory he answered:

Steam does not deposit salt in the concrete; I should think steam might be generated by a change of temperature on such a voyage as is described; I think there is usually a sufficient moisture in a vessel's hold to create steam, without the introduction of any extraordinary quantity of water, on a long voyage; the traces of water would not be likely to be found on the bottom of packages if the cargo was properly dunnaged.

5th cross interrogatory. To the fifth cross interrogatory he answered:

I think it is usual and proper that a little dunnage should be placed on the lower deck, so that if a little water gets down by any means it may find its way to the scuppers without injury to the cargo.

6th cross interrogatory. To the sixth cross interrogatory he answered:

To the ship's having strained.

7th cross interrogatory. To the seventh cross interrogatory he answered:

I have not referred it to the generation of steam in the case supposed.

8th cross interrogatory. To the eighth cross interrogatory he answered:

I do not.

To the additional cross interrogatories the said deponent answered as follows:

1st additional cross. To the first additional cross interrogatory he answered:

Almost every vessel which has arrived at this port from the East Indies, if she came into port in the winter or early in the spring, has had more or less damage to the cargo by the condensation of steam; I recollect the ship Farwell, the ship Ashburton, and the ship Mount Vernon, as signal instances in my own experience, said vessels coming with cargoes to myself; in the Farwell's case the damage was several thousand dollars; this ship was somewhat strained so that her waterway seams leaked, and it was not easy to distinguish between the effects of the water and that of steam; the Mount Vernon's case was one of damage by steam only, and was to the extent of several thousand dollars; the Ashburton was a case of less damage; I have known many other cases, but cannot now recall the names of the vessels.

2d add'l cross. To the second additional cross interrogatory he answered:

No.

3d add'l cross. To the third additional cross interrogatory he answered:

I have but little experience in the importation of coarse Liverpool salt, and my knowledge does not extend to any difference in the two kinds as to moisture.

4th add'l cross. To the fourth additional cross interrogatory he answered:

I cannot answer from my own knowledge; I have heard of injuries from the cause referred to, but cannot state that I know of any particular case.

5th add'l cross. To the fifth additional cross interrogatory he answered:

The injury by steam or vapor may be mitigated and possibly prevented entirely by ventilation; in modern days there have been some improvements or attemps at improvements in the means of introducing air into the hold, and I believe that some benefit has been derived from them. It has been my custom to direct my captains to keep the forward and after hatches open, whenever it could be safely done, for the same purpose.

6th add'l cross. To the sixth additional cross interrogatory he answered:

If the drops were brine, they could not be the condensed vapor.

B. A. GOULD.

Subscribed and sworn before us this thirty-first day of January, A. D. 1848.

JOHN S. TYLER,
J. L. ENGLISH,
FLETCHER WEBSTER.
Commissioners.

Sam. R. Allen, of the city of Boston, merchant, being first duly sworn in the manner and form prescribed in the commission, answered as follows:

1st interrogatory. To the first interrogatory he answered:

I am 64 years old; a merchant and ship-broker; I have been acquainted with the business of shipping and insurance for thirty years; with the stowage of vessels the same time; I have had no particular knowledge of the trade between Liverpool and the United States.

2d interrogatory. To the second interrogatory he answered:

I consider it safe and proper so to stow cargoes: I have frequently seen salt in sacks discharged from the between decks of vessels from Liverpool; I do not think that salt so stowed can interfere with, or be injurious to, the cargo in the lower hold.

3d interrogatory. To the third interrogatory he answered:

I think steam might be so created, and that it would be likely to create rust, such as would injure sheet iron in the hold, and also cutlery and other articles of the same nature; I have known it to happen on voyages coastwise, from hence to New Orleans, and even from hence to Georgia, when the passages were long.

4th interrogatory. To the fourth interrogatory he answered:

The more the vessel labors, the more steam is likely to be created, as there is more moisture likely to be admitted.

5th interrogatory. To the fifth interrogatory he answered:

A ship taking a heavy cargo in the lower hold requires weight in the between decks to make her easy. The ship Martha I have loaded two or three times; if she has 500 tons in the hold, she ought to have half as much weight between decks. When salt in sacks is part of the intended cargo, it is proper to put that article between decks.

6th interrogatory. To the sixth interrogatory he answered:

I consider it so.

7th interrogatory. To the seventh interrogatory he answered:

I know of no usage, or law, forbidding such stowage.

8th interrogatory. To the eighth interrogatory he answered:

I know of nothing that I have not already stated.

To the cross interrogatories the said deponent answered as follows:

1st cross int'y. To the 1st cross interrogatory he answered:

I have frequently taken salt from the between decks of Liverpool ships to be put on board others to be carried coastwise, (which is in the

course of my business.) This salt has frequently been stowed in the lower hold to go coastwise, in common with other goods; if the salt is dry, it is not considered prejudicial to other articles; I cannot name particular vessels without referring to my books; I have never known any damage to the cargo from the salt.

2d cross int'y. To the second cross interrogatory he answered:

If loading a ship of my own, and the decks were ordinarily tight, I should have no apprehensions of damage from the salt to articles in the hold under it; but if the decks were not tight, I should certainly deem it imprudent to put articles liable to be damaged by it under the salt, for fear that water might get to it and cause a leakage. The same rule would extend to other articles of a kind likely to drop or cause damage; I should not consider salt in sacks as any more likely to cause damage in that way than many other kinds of goods.

3d cross int'y. To the third cross interrogatory he answered:

I don't know that I have ever seen coarse Liverpool salt in sacks. The kind I speak of is known as the blown salt; it is a fine salt, such as is used for the table; I have never known any dripping from this kind of salt; coarse salt generally comes in bulk; but little coarse Liverpool salt comes to this market, to my knowledge. I don't know that the leakage of salt is very penetrating; it is generally understood that brine is penetrating.

4th cross int'y. To the fourth cross interrogatory he answered:

I should think steam would not deposit salt in the concrete; I think that a good deal of steam would be created in the hold of a vessel on the passage described; it is the season of the year when steam in quantities is often created in a vessel's hold; there is likely to be considerable quantities of steam in a ship's hold when there is no more than the usual bilge water; I should not think the traces of the water would be found on the bottom of the packages unless the ship had considerable water in her.

5th cross int'y. To the fifth cross interrogatory he answered:

Yes.

6th cross int'y. To the sixth cross interrogatory he answered:

I should infer that water or steam had come in contact with the salt and created the brine, and that it had dripped through the seams, if the seams were opened, either from straining or the want of proper caulking.

7th cross int'y. To the seventh cross interrogatory he answered:

I cannot tell; some ships damage their cargoes more than others on the same voyages, and the same vessel sometimes makes more steam on one passage than on another similar passage at another time.

8th cross int'y. To the eighth cross interrogatory he answered:

I know that it is customary so to stow cargoes, and I do not know that it is contrary to rule or a dangerous practice.

To the additional cross interrogatories the said deponent answered as follows:

1st add'l cross. To the first additional cross interrogatory he answered:

I cannot name any particular vessel; it is well known that damage does arise extensively at times from this cause.

2d add'l cross. To the second additional cross interrogatory he answered:

I never noticed it.

3d add'l cross. To the third additional cross interrogatory he answered:

I know of no difference from personal observation; salt that comes in bulk, which is generally coarse salt, usually creates a dampness or moisture. I should think that coarse salt would be more likely to drain than fine salt.

4th add'l cross. To the 4th additional cross interrogatory he answered:

I cannot answer from personal knowledge; I never had knowledge of damage from salt.

5th add'l cross. To the fifth additional cross interrogatory he answered:

It is impossible wholly to avoid the damage by steam.

6th add'l cross. To the sixth additional cross interrogatory he answered:

I should infer that the drops proceeded from the salt, if in fact they proved to be brine on examination.

S. R. ALLEN.

Sworn and subscribed before us, this first day of February, A. D. 1848.

JOHN S. TYLER,
J. L. ENGLISH,
FLETCHER WEBSTER,
Commissioners.

Benjamin T. Reed, of the city of Boston, merchant, being first sworn in the manner and form prescribed by the commission, to the several interrogatories and cross interrogatories answered as follows:

1st interrogatory. To the first interrogatory he answered:

I am 46 years old; a merchant; have been familiar with the kinds of business inquired of for twenty-five years; I have not had a particular acquaintance with the Liverpool trade; I had vessels come from thence occasionally, many years ago.

2d interrogatory. To the second interrogatory he answered:

I believe it is; I have frequently known bag salt to be brought between decks; it does not interfere with, or is it injurious to, the cargo in the lower hold.

3d interrogatory. To the third interrogatory he answered:

I should think so.

4th interrogatory. To the fourth interrogatory he answered:

It is so caused.

5th interrogatory. To the fifth interrogatory he answered:

It is, and in Liverpool voyages salt is so used.

6th interrogatory. To the sixth interrogatory he answered:

Yes.

7th interrogatory. To the seventh interrogatory he answered: There is not.

8th interrogatory. To the eighth interrogatory he answered: I do not.

To the cross interrogatories the said deponent answered:

1st cross interrogatory. To the first cross interrogatory he answered: I know of no such instances of my own knowledge; vessels usually bring coal, iron, crates, and other coarse goods, besides dry goods and cutlery, in the lower hold.

2d cross interrogatory. To the second cross interrogatory he answered:

I should not deem it imprudent to put bag salt between decks, if the lower deck was properly caulked.

3d cross interrogatory. To the third cross interrogatory he answered: I have never seen salt in sacks giving out brine; I suppose the leakage from salt is very penetrating.

4th cross interrogatory. To the fourth cross interrogatory he answered:

I have never seen any salt so deposited in the concrete; I have no experience in the voyages of vessels from Liverpool to Charleston; I should think steam could not be generated unless water in considerable quantities had been admitted into the hold; I cannot tell whether the marks of the water would be on the under side of the packages, but if the water should overflow the dunnage it would leave marks on the under side of so many packages as it touched; the steam would condense on the under side of the lower deck, and drop down on the upper side of the packages.

5th cross interrogatory. To the fifth cross interrogatory he answered:

In all cases decks should be dunnaged.

6th cross interrogatory. To the sixth cross interrogatory he answered: It may have been occasioned by an extreme formation of steam, and it may have arisen from a dripping of brine from the salt; I have never seen any case of dripping from salt in bags.

7th cross interrogatory. To the seventh cross interrogatory he answered:

I suppose there is more or less steam in the hold of every vessel, greater or less according to circumstances.

8th cross interrogatory. To the eighth cross interrogatory he answered:

I do not.

To the additional cross interrogatories the said deponent answered as follows:

1st additional cross. To the first additional cross interrogatory he answered:

I cannot recollect particular cases; I have known much damage from steam to the cargoes of vessels from India in particular; cargoes which are entirely composed of teas are frequently found damaged by steam.

2d additional cross. To the second additional cross interrogatory he answered:

I never have seen any.

3d additional cross. To the third additional cross interrogatory he answered:

I suppose there is more leakage from coarse Liverpool salt than from fine or stoved.

4th additional cross. To the fourth additional cross interrogatory he answered:

I suppose they are; I cannot say that I know of any particular instances; I do not know that such injuries are of more frequent occurrence than injuries from steam.

5th additional cross. To the fifth additional cross interrogatory he answered:

I considered them unavoidable.

6th additional cross. To the sixth additional cross interrogatory he answered:

I should refer the drops to the steam rather than to the salt between decks; the steam would attach itself to the oakum rather than to the planks.

B. T. REED.

Sworn and subscribed before us, this first day of February, A. D. 1848.

JOHN S. TYLER,
J. L. ENGLISH,
FLETCHER WEBSTER,
Commissioners.

William Appleton, of the city of Boston, merchant, in answer to the interrogatories annexed to the commission, being first sworn in the manner and form prescribed in the commission, replied as follows:

1st interrogatory. To the first interrogatory he answered:

I am 61 years old; a merchant; I have had a knowledge of the business of shipping and insurance for thirty years or more; I have no particular knowledge of the stowage of vessels; with the trade between Liverpool and the United States I have been acquainted for about thirty years.

2d interrogatory. To the second interrogatory he answered:

It is usual, safe, and proper to stow cargoes of assorted merchandise in the hold; it is my belief that it is usual to put salt in bags between decks of vessels so loaded; whether it is always safe to do so I am not prepared to say.

3d interrogatory. To the third interrogatory he answered:

I do not feel qualified to answer this inquiry.

4th interrogatory. To the fourth interrogatory he answered:

I do not know.

5th interrogatory. To the fifth interrogatory he answered:

Not having been a seafaring man, I am unable to answer this question.

6th interrogatory. To the sixth interrogatory he answered:
I do not know.
7th interrogatory. To the seventh interrogatory he answered:
I know of no rule or usage which forbids the loading salt in sacks in this manner, but there may be.
8th interrogatory. To the eighth interrogatory he answered:
I do not.

To the cross interrogatories the said deponent answered as follows:
1st cross interrogatory. To the first cross interrogatory he answered:
No.
2d cross interrogatory. To the second cross interrogatory he answered:
I should not think it prudent, premising that the salt did drip upon the goods.
3d cross interrogatory. To the third cross interrogatory he answered:
It has not come within my observation.
4th cross interrogatory. To the fourth cross interrogatory he answered:
I have not answered the third direct interrogatory in the affirmative, nor do I feel qualified to answer the inquiries here propounded:
5th cross interrogatory. To the fifth cross interrogatory he answered:
I do not know whether the between decks ought to be dunnaged or not; and I have not said that I deem salt a proper cargo to put between decks.
6th cross interrogatory. To the sixth cross interrogatory he answered:
My first impression would be that it proceeded from the drippings of the salt, but I am not prepared to say it might not arise from other causes.
7th cross interrogatory. To the seventh cross interrogatory he answered:
I have not undertaken to refer the injury to any particular cause.
8th cross interrogatory. To the eighth cross interrogatory he answered:
I know nothing more.

To the additional cross interrogatories the said deponent answered:
1st additional cross. To the first additional cross interrogatory he answered:
I have no particular knowledge on this subject.
2d additional cross. To the second additional cross interrogatory he answered:
Not that I know.
3d additional cross. To the third additional cross interrogatory he answered:
I know of no difference; yet there may be much difference without its having come to my knowledge.
4th additional cross. To the fourth additional cross interrogatory he answered:

I am not able to reply to this inquiry.

5th additional cross. To the fifth additional cross interrogatory he answered:

I have said nothing about the effects of steam.

6th additional cross. To the sixth additional cross interrogatory he answered:

I have formed no opinion on this subject.

WM. APPLETON.

Sworn to and subscribed before us, this second day of February, A. D. 1848.

JOHN S. TYLER,
J. L. ENGLISH,
FLETCHER WEBSTER,
Commissioners.

Caleb Curtis, of the city of Boston, president of the Neptune Insurance Company, being first sworn in the manner and form prescribed in the commission, answered as follows:

1st interrogatory. To the first interrogatory he answered:

I am 55 years old; president of an insurance company; I have been acquainted with the business of shipping about forty years, having followed the sea as a profession about 21 years, and commanded vessels for about 16 years; I have been acquainted with insurance, particularly since the year 1831, and with the stowage of vessels ever since I first went to sea; I have commanded vessels in the Liverpool trade 14 or 15 voyages, and have had a general knowledge of the business between that port and the United States since I left following the sea as a profession.

2d interrogatory. To the second interrogatory he answered:

It is usual, safe, and proper to put cargoes of assorted merchandise in the lower hold. If no water is admitted between decks, in any way, it is perfectly safe to carry salt in sacks between decks, and it is usual so to carry it—I mean the dry salt or blown salt, as it is called; I always avoided putting salt over other goods, because of the danger of getting water to it, and I think it most prudent to put salt in the lower hold separated from other goods, because of the danger of its getting wet, as already stated, the brine from it being very penetrating.

3d interrogatory. To the third interrogatory he answered:

It is very common for steam to form in a vessel by reason of the change of temperature; I have noticed much more of the steam condensed on the under side of the upper deck than in the lower hold; I do not remember having noticed the condensation of steam in the lower hold; I do not suppose that the admission of water has much effect on the formation of steam; the steam is produced by coming from a hot temperature to a cold one.

4th interrogatory. To the fourth interrogatory he answered:

I have never seen any steam that had been generated in the lower hold. On long passages the cargo is more liable to be affected by dampness than on a short one, especially if the vessel is in any degree leaky; where the between decks is kept open for passengers, there

may be a condensation of steam in the lower hold, as the lower deck would then be exposed to the cold air.

5th interrogatory. To the fifth interrogatory he answered:

It is necessary to have sufficient weight between decks, if a heavy cargo is put in the lower hold. I do not know how far the practice of putting salt between decks extends; I know that it is some times done. I myself, as I have already stated, always preferred put ting salt in the lower hold.

6th interrogatory. To the sixth interrogatory he answered:

I think so.

7th interrogatory. To the seventh interrogatory he answered:

I don't know of any.

8th interrogatory. To the eighth interrogatory he answered:

I suppose that on a long and tempestuous passage, hardware shut up in the lower hold might be affected, provided she shipped water in any considerable quantities, so as to create a dampness, especially if the water should be admitted through the sides of the ship, and by blowing, or weeping through the ceiling, should get among the cargo and make it damp.

To the cross interrogatories the said deponent answered as follows:

1st cross interrogatory. To the first cross interrogatory he answered:

I don't recollect any vessel so loaded, in particular.

2d cross interrogatory. To the second cross interrogatory he answered:

I have already said that I do not consider it prudent so to stow salt.

3d cross interrogatory. To the third cross interrogatory he answered:

It *is* not come to my knowledge that Liverpool salt, in sacks, will give out brine. The coarse Liverpool salt will make the sacks containing it somewhat humid or damp, more so than the blown salt. The leakage or brine from salt is very penetrating. It is often perceptible through the planks from the salt which is put into the frame of the vessel to preserve it.

4th cross interrogatory. To the fourth cross interrogatory he answered:

I should think the steam would not deposit salt in the concrete; I cannot say whether such a change of temperature would be likely to occur in the time and on the passage named; I did not discover steam in the hold of the vessel I commanded, on either of several voyages from Liverpool to Charleston, but none of those passages were over 43 days. I have already said that I do not suppose that the introduction of water has much effect upon the generation of steam; damage from steam would naturally be on the top of packages next the deck. Damage by water would be found on the bottom of the packages, if it had happened that the quantity had been sufficient to overflow the dunnage.

5th cross interrogatory. To the fifth cross interrogatory he answered:

There should be dunnage in all cases.

6th cross interrogatory. To the sixth cross interrogatory he answered:

If the brine was seen dripping through, and the salt was found on the hardware, I should infer that the damage came from the salt, and that water had got to it in some way to make the brine; I have never seen the salt in sacks make brine without water came to it; whether it may not do so I cannot say; I never carried any but the fine or blown salt in sacks.

7th cross interrogatory. To the seventh cross interrogatory he answered:

I have never seen any steam on my voyages to Charleston; I have seen it condensed under the hatches and decks of vessels coming from a warm climate to this port, in cold weather.

8th cross interrogatory. To the eighth cross interrogatory he answered:

I don't know any thing more.

To the additional cross interrogatories the said deponent answered as follows:

1st additional cross. To the first additional cross interrogatory he answered:

I cannot remember particular cases. Damage frequently happens to Calcutta cargoes from steam; that is to say, to the upper tier of packages, or articles placed next the deck.

2d additional cross. To the second additional cross interrogatory he answered:

Not to my knowledge.

3d additional cross. To the third additional cross interrogatory he answered:

I should think the coarse Liverpool salt the most damp, and I should think that kind the most likely to leak or drain.

4th additional cross. To the fourth additional cross interrogatory he answered:

I do not know.

5th additional cross. To the fifth additional cross interrogatory he answered.

I do not know how it can be prevented but by ventilation, and this is not always practicable. There are modern inventions for better ventilation.

6th additional cross. To the sixth additional cross interrogatory he answered:

I should not; if there was any steam below it would not make brine.

CALEB CURTIS.

Sworn to and subscribed before us, this second day of February, A. D. 1848.

JOHN S. TYLER,
J. L. ENGLISH,
FLETCHER WEBSTER,
Commissioners.

Robert G. Shaw, of the city of Boston, merchant, being first sworn in manner and form prescribed by the commission, answered as follows

to the several interrogatories and cross interrogatories annexed to the commission:

1st interrogatory. To the first interrogatory he answered:

I am over 70 years of age; a merchant. I have been acquainted with shipping and insurance over thirty years. I had but little particular knowledge of the Liverpool trade; I have only a general knowledge of the stowage of vessels.

2d interrogatory. To the second interrogatory he answered:

It is usual for vessels on voyages from Liverpool to stow cargoes of assorted merchandise in the lower hold. I do not know about the usage inquired of; I should not suppose the cargo in the lower hold would be injured by salt, between decks, particularly, if the salt is put in dry; I have had salt from Liverpool frequently in vessels, and seen the bags very dry; I do not know what part of the vessels it was stowed in.

3d interrogatory. To the third interrogatory he answered:

I should think there would be a bad effect on hardware and cutlery, and some kinds of dry goods.

4th interrogatory. To the fourth interrogatory he answered:

I think so.

5th interrogatory. To the fifth interrogatory he answered:

It is necessary to have suitable weight between decks in such cases; but whether it be customary to use salt for the purpose I don't know, having no particular knowledge of the stowage of cargoes from Liverpool.

6th interrogatory. To the sixth interrogatory he answered:

Certainly.

7th interrogatory. To the seventh interrogatory he answered:

I don't know of any.

8th interrogatory. To the eighth interrogatory he answered:

No, sir.

To the cross interrogatories the said deponent answered as follows:

1st cross interrogatory. To the first cross interrogatory he answered:

I have no personal knowledge of any such case.

2d cross interrogatory. To the second cross interrogatory he answered:

I have already stated that if the decks are tight there would be no impropriety in putting salt between decks; but if both upper and lower decks were leaky, it would not be proper to do so, as the goods would then be damaged by the salt.

3d cross int'y. To the third cross interrogatory he answered.

Such salt as I have imported in sacks has been fine and dry; as to coarse Liverpool salt, I am not able to speak, not having much knowledge of the article.

4th cross int'y. To the fourth cross interrogatory he answered.

I should not think salt could be deposited in the concrete, unless the vessel had salt in the lower hold; if the vessel leaked badly; I should think steam might be formed on the voyage described; I should not think steam would be generated in a dry cargo, unless water was admitted into the hold.

If the cargo was well dunnaged the water might not reach the bottom of the packages.

5th cross int'y. To the fifth cross interrogatory he answered:

If the deck be perfectly tight, it is not necessary to dunnage salt between decks.

6th cross int'y. To the sixth cross interrogatory he answered:

I should think the damage had been caused by the leaking of the decks, or by the condensation of the steam.

7th cross int'y. To the seventh cross interrogatory he answered:

I have not referred the damage to the generation of steam produced by the mere change of temperature.

8th cross int'y. To the eighth cross interrogatory he answered:

I do not know any thing further on the subject.

To the additional cross interrogatories the said deponent answered as follows:

1st add'l cross. To the first additional cross interrogatory he answered:

I know that damage to cargoes has been caused by steam, but I do not remember any particular instance.

2d add'l cross. To the second additional cross interrogatory he answered:

I have never seen such incrustation, and have never attended to the examination of damaged goods in vessels.

3d add'l cross. To the third additional cross interrogatory he answered:

The stoved and fine salt are drier than the coarse Liverpool salt.

4th add'l cross. To the fourth additional cross interrogatory he answered:

I do not know about this.

5th add'l cross. To the fifth additional cross interrogatory he answered:

I think they are unavoidable; vessels will steam more or less under such circumstances as have been described.

6th add'l cross. To the sixth additional cross interrogatory he answered:

I should think the dripping was caused by the leakage of the decks. It is impossible to form an opinion on such a point without a very full knowledge of all the circumstances.

ROB. G. SHAW.

Sworn and subscribed this third day of February, A. D. 1848, before us.

JOHN S. TYLER,
J. L. ENGLISH,
FLETCHER WEBSTER,
Commissioners.

Isaiah M. Atkins, of the city of Boston, being first duly sworn in the manner and form prescribed in the commission, answered the several interrogatories and cross interrogatories as follows:

1st interrogatory. To the first interrogatory he answered:

I am 67 years old; master mariner, and now one of the port wardens for the port of Boston; I have been acquainted with shipping about 55

years, with insurance of 42 years, with the stowage of vessels about 45 years, and with the Liverpool trade about 15 years.

2d interrogatory. To the second interrogatory he answered:

It is customary, safe, and proper so to stow cargo; it is customary, to put salt in sacks between decks, and it is considered good stowage; the salt does not interfere with, nor is it injurious to, the cargo in the lower hold if the lower deck is tight.

3d interrogatory. To the third interrogatory he answered:

Yes, sir, I see it every day.

4th interrogatory. To the fourth interrogatory he answered:

The change of temperature is the chief cause of the generation of steam, or long passage adds to the bad effects of it; a vessel's hold is always more or less damp, as there is always some water in the bottom.

5th interrogatory. To the fifth interrogatory he answered:

Yes.

6th interrogatory. To the sixth interrogatory he answered:

Certainly.

7th interrogatory. To the seventh interrogatory he answered:

I know of no such rule or usage.

8th interrogatory. To the eighth interrogatory he answered:

There is nothing but the steam that I know.

To the cross interrogatories he answers as follows:

1st cross int'y. To the first cross interrogatory he answered:

It is so very common for vessels to bring salt between decks, over assorted cargoes of general merchandise, that it is impossible for me to recollect all cases almost every vessel coming from Liverpool comes loaded in that way; I have known instances where the between decks, that is to say, the lower deck, has leaked and the cargo in the lower hold has been damaged in consequence.

2d cross int'y. To the second cross interrogatory he answered:

I should consider it proper to put things liable to be corroded by salt in the lower hold under salt in bags stowed between decks; I mean that it is not deemed by me bad stowage so to do

3d cross int'y. To the third cross interrogatory he answered:

It is not a common thing for salt in sacks coming from Liverpool to give out brine; the salt is about as dry as dry goods; there is a kind of salt which sometimes comes in sacks from Liverpool which will drain, and I have seen it, but not frequently; this is new salt, perhaps; the leakage of salt is very penetrating.

4th cross int'y. To the fourth cross interrogatory he answered:

I should not think that steam would deposit salt in the concrete; I think the change of temperature might be expected during the time, and on the passage named I think steam might be generated in considerable quantities without the introduction of much water into the hold; if water should be admitted in sufficient quantities to overflow the dunnage; and touch the packages of merchandise, the marks would be found on the bottom of such packages.

5th cross int'y. To the fifth [cross] interrogatory he answered:

The decks should be dunnaged.

6th cross int'y. To the sixth cross interrogatory he answered:

I should say it was caused by the heavy motion of the ship, rolling and straining, such as constitute perils of the sea, it being understood that the ship was in good order to take in the cargo when loaded.

7th cross int'y. To the seventh cross interrogatory he answered:

I have not referred the damage to the cause assigned in this interrogatory, and it is impossible to account for the generation of steam in some cases and not in others.

8th cross int'y. To the eighth cross interrogatory he answered:

It is not contrary to rule, nor a dangerous practice.

To the additional cross interrogatories the said deponent answered as follows:

1st add'l cross. To the first additional cross interrogatory he answered:

I have been a port warden seven years, and have seen a great deal of damage by steam, not so much in Liverpool cargoes as in the cargoes of India ships; it is impossible for me to name particular cases, because they have been so numerous it would be necessary to refer to the port warden's records, and to transcribe pages of them fully to answer this inquiry.

2d add'l cross. To the second additional cross interrogatory he answered:

No, sir.

3d add'l cross. To the third additional cross interrogatory he answered:

There is more moisture in the coarse Liverpool salt than in stoved salt; either kind is proper to be stowed between decks.

4th add'l cross. To the fourth additional cross interrogatory he answered:

Such damages do occur frequently; I think the damage to the hardware, cutlery, and other goods, is greater on board vessels which have salt as part of their cargoes, than in others which have not salt, but the steam itself is in my opinion the medium by and through which the salt or dampness from the salt is communicated to the goods which are perceptible of injury.

I intend to say that if salt is stowed in the hold, it has the effect of damaging or adding to the damage to the goods stowed in proximity, in the hold, through the medium of the steam; but, if the lower deck is tight, and the salt is put between decks, I think there is no danger of damage to the cargo in the hold from the salt, unless the ship suffers damage.

5th add'l cross. To the fifth additional cross interrogatory he answered:

It is difficult to prevent this damage; it may be in some measure mitigated by ventilation, and the hatches are often kept off, but there is some danger of admitting water by so doing.

6th add'l cross. To the sixth additional cross interrogatory he answered:

To the dripping of the salt above.

J. M. ATKINS.

Sworn and subscribed this third day of February, A. D. 1848, before us.

JOHN S. TYLER,
J. L. ENGLISH,
FLETCHER WEBSTER,
Commissioners.

Thomas Lamb, of the city of Boston, president of the Washington Insurance Company, being first sworn in the manner and form prescribed by the commission, answered the several interrogatories and cross interrogatories as follows:

1st interrogatory. To the first interrogatory he answered:

I am 50 years of age; now president of an insurance company; have been acquainted with the business of shipping about thirty years, and have been president of an insurance company about 22 years; I have had a general knowledge of the stowage of cargoes, and a general knowledge of the Liverpool trade for 15 or 20 years past.

2d interrogatory. To the second interrogatory he answered:

It is very customary for vessels to take assorted cargoes in the lower hold, and it is usual to take salt between decks in sacks, and when the decks are well caulked, and the hatches also, I know of no reason for objecting to such a method of stowage; it does not interfere with, nor is it injurious to, the cargo in the lower hold.

3d interrogatory. To the third interrogatory he answered:

I should think there were many instances of such formations of steam on such voyages, as would damage such goods as are named in this inquiry.

4th interrogatory. To the fourth interrogatory he answered:

I should think so.

5th interrogatory. To the fifth interrogatory he answered:

I think it is very important that a double decked vessel should have suitable weight in the between decks; my impression is that salt in sacks is as often used in loading vessels from Liverpool for this purpose as any other article.

6th interrogatory. To the sixth interrogatory he answered:

I should think so.

7th interrogatory. To the seventh interrogatory he answered:

There is none.

8th interrogatory. To the eighth interrogatory he answered:

I know that iron ware is frequently partially damaged on long passages without any known defects in the ship.

To the cross interrogatories the said deponent answered as follows:

1st cross interrogatory. To the first cross interrogatory he answered:

No, sir; I have not.

2d cross interrogatory. To the second cross interrogatory he answered:

Certainly not.

3d cross interrogatory. To the third cross interrogatory he answered:

I am not aware that salt in sacks is liable to give out brine in common weather; the leakage of salt is very penetrating.

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4th cross interrogatory. To the fourth cross interrogatory he answered:

I should not think that steam would deposit salt in the concrete; I should not think such a change of temperature was to be expected on such a voyage at that season; I should think steam could not be generated on such a voyage unless water in considerable quantities had been admitted into the hold; the traces of water might not be found on the under part of the boxes and packages.

5th cross interrogatory. To the fifth cross interrogatory he answered:

They should be dunnaged.

6th cross interrogatory. To the sixth cross interrogatory he answered:

I should think the damage must have arisen from the steam, but if there was brine dripping through the seams, I should think it came from the salt.

7th cross interrogatory. To the seventh cross interrogatory he answered:

I have not said that I think the injury could have arisen from mere change of temperature; I think there must have been other causes.

8th cross interrogatory. To the eighth cross interrogatory he answered:

I do not know that such stowage is contrary to rule or a dangerous practice.

To the additional cross interrogatories the said deponent answered as follows:

1st additional cross. To the first additional cross interrogatory he answered:

My knowledge is of so general a character that I cannot specify particular vessels; I know that such damage does arise, and that it is ascribed to steam.

2d additional cross. To the second additional cross interrogatory he answered:

I should think not.

3d additional cross. To the third additional cross interrogatory he answered:

I don't know any difference.

4th additional cross. To the fourth additional cross interrogatory he answered:

I do not know.

5th additional cross. To the fifth additional cross interrogatory he answered:

I do not know how injuries from steam can be avoided.

6th additional cross. To the sixth additional cross interrogatory he answered:

I should refer it to the dripping of the salt from above.

THOMAS LAMB.

Sworn and subscribed before us this fourth *of* day of February, A. D. 1848.

JOHN S. TYLER,
J. L. ENGLISH,
FLETCHER WEBSTER,
Commissioners.

Alfred D. Hersey, of the city of Boston, merchant, being first sworn in the manner and form prescribed by the commission, in answer to the several interrogatories and cross interrogatories annexed to the commission, answered as follows:

1st interrogatory. To the first interrogatory he answered:

I am 43 years of age; a merchant; and have owned vessels and been acquainted with the business of insurance for 15 years, and with the stowage of vessels particularly for thirteen years; I have been acquainted with the trade between Liverpool and this country for seven years; I am wharfinger of Commercial wharf.

2d interrogatory. To the second interrogatory he answered:

It has always been the custom to stow cargoes in the manner described ever since I have had a knowledge of the business, and to stow salt in sacks between decks; I never have known salt to be injurious to the rest of the cargo.

3d interrogatory. To the third interrogatory he answered:

I have not much knowledge on the subject of steam formed in the holds of vessels.

4th interrogatory. To the fourth interrogatory he answered:

I know little about steam or its effects in this connexion.

5th interrogatory. To the fifth interrogatory he answered:

It is always considered very important to have proper weight between decks, and salt is very generally used for the purpose in vessels from Liverpool; I have seen four vessels discharging Liverpool cargoes at one time at the Commercial wharf, all of whom had salt between decks, and nearly every Liverpool vessel has more or less of it.

6th interrogatory. To the sixth interrogatory he answered:

I should think so.

7th interrogatory. To the seventh interrogatory he answered:

I never knew of any.

8th interrogatory. To the eighth interrogatory he answered:

No, sir.

To the cross interrogatories the said deponent answered as follows:

1st cross interrogatory. To the first cross interrogatory he answered:

I have known vessels to bring very large assorted cargoes in the lower hold, and large quantities of salt in sacks between decks, but I cannot specify their names without reference to my books; I never knew damage to the cargo in the hold arising from the salt between decks.

2d cross interrogatory. To the second cross interrogatory he answered:

In stowing salt between decks in sacks, I should not deem it necessary to inquire what articles happened to be placed under the salt in the lower hold.

3d cross interrogatory. To the third cross interrogatory he answered:

I never knew salt in sacks on board a Liverpool vessel give out brine or drip; I have known there to be a mark of dampness where it has been stowed; I have had large quantities both of coarse and fine stored

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in warehouses on our wharf, but have never known it to drip or form brine; brine is very penetrating.

4th cross interrogatory. To the fourth cross interrogatory he answered:

I have not answered the third interrogatory in the affirmative.

5th cross interrogatory. To the fifth cross interrogatory he answered:

In most cases salt is dunnaged, and in my judgment it is proper that it should be done.

6th cross interrogatory. To the sixth cross interrogatory he answered:

I should think that water had come to the salt and caused a brine, which had leaked through because the decks were not properly caulked or had been strained open on the voyage.

7th cross interrogatory. To the seventh cross interrogatory he answered:

I have not referred the damage to steam.

8th cross interrogatory. To the eighth cross interrogatory he answered:

It is not a dangerous practice, and is a common custom.

To the additional cross interrogatories the said deponent answered, as follows:

1st additional cross. To the first additional cross interrogatory he answered:

I have known much damage to coastwise cargoes by steam or heat arising from such articles as corn, which was put on board apparently dry, but I cannot name particular vessel. I have known the heat of tobacco to melt the contents of packages of lard, so that more than 4,000 lbs. ran entirely out of the casks, on a voyage from New Orleans to this port.

2d additional cross. To the second additional cross interrogatory he answered:

I have never seen it.

3d additional cross. To the third additional cross interrogatory he answered:

There are two kinds of salt from Liverpool in sacks. The coarser kind leaves the most apparent mark of dampness where it has been stowed, but I have not seen brine or dripping from either kind, and I consider it both common and proper to stow both kinds of Liverpool salt between decks.

4th additional cross. To the fourth additional cross interrogatory he answered:

I have never had any complaint of such damage, nor heard of any, although I have had several vessels consigned to me, so loaded, from Liverpool, during the past year.

5th [additional] cross int. To the fifth additional cross interrogatory he answered:

I do not know how damage from steam can be avoided.

6th additional cross. To the sixth additional cross interrogatory he answered:

If the decks were properly caulked, I should attribute it to steam, and suppose that possibly the vessel might have carried salt in bulk in the lower hold at other times.

ALFRED C. HERSEY.

Sworn to and subscribed before us, this 4th day of February, A. D. 1848.

JOHN S. TYLER,
J. L. ENGLISH,
FLETCHER WEBSTER,
Commissioners.

Thomas H. Perkins, jr., of the city of Boston, merchant, being first sworn in the manner and form prescribed in the commission, to the several interrogatories and cross interrogatories answered as follows:

1st interrogatory. To the first interrogatory he answered:

I am 50 years old; a merchant; I have had nothing to do with the stowage of vessels, nor with the business of shipping and insurance for the last nineteen years; previous to that time, I had considerable to do with them; I had an interest in vessels and insurance with other parties of late years, but I have not given personal attention to the details.

2d interrogatory. To the second interrogatory he answered:

I don't know any thing about this matter.

3d, 4th, and 5th interrogatories. To third, fourth, and fifth interrogatories the deponent returned the same answer.

6th interrogatory. To the sixth interrogatory he answered:

There can be no doubt of this, I should think.

7th interrogatory. To the seventh interrogatory he answered:

I don't know of any.

8th interrogatory. To the eight interrogatory he answered:

I don't know of any thing; I have not had, at any time, any particular knowledge of the Liverpool trade, nor with the details of the stowage of vessels.

To the cross interrogatories the said deponent answered as follows:

1st cross interrogatory. To the first cross interrogatory he answered:

I don't know of any cases of the kind.

2d cross interrogatory. To the second cross interrogatory he answered:

I should think not, but I know very little about the matter. If the lower deck was properly caulked there could be no leakage.

3d cross interrogatory. To the third cross interrogatory he answered:

I don't know any thing about the subject matter of this inquiry.

4th, 5th, 6th, 7th, and 8th cross interrogatories. To the fourth, fifth, sixth, seventh, and eighth cross interrogatories the said deponent answered to the same effect, as the same were successively proposed to him; and said deponent added that he could not swear that he had ever seen a bag of salt in his life.

To the additional cross interrogatories the said deponent answered as follows:

1st additional cross. To the first additional cross interrogatory he answered:

That he has known a cargo of teas to be much defaced and injured on board a vessel where there was sugar in the lower hold; the vessel

struck on a reef in the China seas, which caused a leak, the water came in contact with the sugar and caused a steam or vapor, which spread through the rest of the cargo; some of the teas were in the hold, and the residue between decks; whether the teas between decks were damaged or not, said deponent cannot now recollect. This was the case of the ship Akbar, from Canton to New York.

2d cross interrogatory. To the second, third, fourth, and fifth additional cross interrogatories the said deponent answered:

That he knows nothing about the matters inquired of, said interrogatories having been successively proposed to him.

6th additional cross. To the sixth additional cross interrogatory the deponent answered:

That if the lower deck was properly caulked, he should think the dripping was caused by the steam.

THOMAS H. PERKINS, Jr.

Sworn and subscribed, this fifth day of February, 1848, before us.

JOHN S. TYLER,
J. L. ENGLISH,
FLETCHER WEBSTER.
Commissioners.

Joshua G. Dickson, one of the port wardens of the port of Boston, having been first sworn, in the manner and form prescribed by the commission, to the several interrogatories, cross interrogatories, and additional cross interrogatories, annexed to said commission, answered as follows:

1st interrogatory. To the first interrogatory he answered:

I am 58 years old; I have been a shipmaster upwards of thirty years, and a port warden two years; I have had a knowledge of the business of shipping and insurance for many years, and with the stowage of vessels ever since I first went to sea; I have had a knowledge of the trade between Liverpool and the United States over thirty years.

2d interrogatory. To the second interrogatory he answered:

It is usual, safe, and proper for vessels so to stow cargoes; it is quite common to stow salt in the manner described in this interrogatory; I have often done so, and as a port warden I see vessels so stowed very often; if the lower deck and hatches are well caulked, and in good order, the salt cannot interfere with, or be injurious to, the cargo in the lower hold.

3d interrogatory. To the third interrogatory he answered:

I cannot say whether steam would be likely to be created on such a voyage, but it is quite common to see steam in vessels' holds; the air condenses and forms on the underside of the decks, and falls down like rain; this happens in vessels coming from a warmer climate to a colder, and passing through warm latitudes.

4th interrogatory. To the fourth interrogatory he answered:

I should think so; but I do not think the formation of steam is owing to the admission of water in quantities, but rather owing to the sudden change of temperature.

5th interrogatory. To the fifth interrogatory he answered:

It is absolutely necessary that vessels should have proper weight in the between decks, and it is very common to put salt in sacks between decks in loading Liverpool cargoes; I made, in my nautical life, about fifty voyages to and from Liverpool, and it was my custom always so to stow bag salt, if I needed weight between decks.

6th interrogatory. To the sixth interrogatory he answered:

I think so.

7th interrogatory. To the seventh interrogatory he answered:

I know of no such rule or usage.

8th interrogatory. To the eighth interrogatory he answered:

Iron ware is often rusted and injured, on long passages, from vapor, steam, or dampness; we, the port wardens, call it sweat; we see it standing in drops on steel and polished sheet-iron, when the packages externally are dry.

To the cross interrogatories the said deponent answered as follows:

1st cross interrogatory. To the first cross interrogatory he answered:

I have come to this port from Liverpool with assorted cargoes of dry goods and cutlery below in the hold, and salt between decks; I recollect the names of the ships New Jersey, Liverpool, and Sterling, as cases in point; I do not now recollect others commanded by myself; as a port warden, I have seen many ships thus loaded, the names of which I cannot recall without referring to the port warden's records; I have never known damage to the cargo below from the salt, unless water had been admitted by some sea peril.

2d cross interrogatory. To the second cross interrogatory he answered:

I should not hesitate to put any articles in the lower hold directly under the salt between decks, because the decks ought to be tight.

3d cross interrogatory. To the third cross interrogatory he answered:

The coarse Liverpool salt will give out dampness, and drain some in common weather; I have known it to do so; it generally does so; the stoved salt will not drain; it rather grows drier on board. I have not seen the coarse salt absolutely drain out brine so that it would run, but it creates a dampness; I do not know whether the leakage of salt is very penetrating; I do not know that I ever saw it go through the seams of the deck more than water.

4th cross interrogatory. To the fourth cross interrogatory he answered

I do not know whether steam would deposit salt in the concrete; but I do recollect seeing salt on the packages landed from the ship Moselle from Havre; this ship had no salt on board as cargo; she had probably been salted herself. The salt was very perceptibly distinguishable by the eye and taste on the packages, in such parts of the vessel that it was utterly impossible that salt water should have been there without leaving its traces; I attribute this formation of the incrustation or deposit of salt on the goods to the steam or vapor which had accumulated in the hold on a long passage. The passage, I believe, was 79 or 89 days,

and she had touched at Fayal for supplies; she had passed through a good many changes of temperature. The salt in the concrete was deposited in the crevices of the cases of goods and upon the wrapping paper inside of the cases.

I cannot answer as to the probability of such a change of temperature as would generate steam in the time and on the passage mentioned; steam might be generated without the admission of water, in considerable quantities, into the hold. The damage caused by steam would not be apparent on the under part of the packages; but if water had been admitted in considerable quantities, so as to overflow the dunnage, it would then touch the bottoms of the packages, and the marks would be apparent.

5th interrogatory. To the fifth cross interrogatory he answered:

It should be dunnaged.

6th interrogatory. To the sixth interrogatory he answered:

I should think it possible that the salt might drain enough to cause the dripping, although I have never seen it; possibly water might have got to the salt in some way and caused a brine. The case as stated involves matters which it is difficult to form an opinion about without seeing the vessel and goods.

7th cross interrogatory. To the seventh cross interrogatory he answered:

I cannot say.

8th cross interrogatory. To the eighth cross interrogatory he answered:

I do not consider the stowage of salt in the manner stated contrary to rule, or a dangerous practice.

To the additional cross interrogatories the said deponent answered as follows:

1st additional cross. To the first additional cross interrogatory he answered:

I have known injury to a great many cargoes by steam; it is generally the case that the greatest quantity of steam is formed under the upper deck. Damage is often found to goods in the lower hold by steam or vapor, but most generally the goods between decks are most exposed to this damage.

I cannot name particular vessels excepting the Moselle, already mentioned in my answer to a previous question. By referring to the port warden's records I can give the names of many vessels in which this kind of damage has occurred. We see cases almost every day. I cannot describe the extent of the injury; it is very different in different cases.

2d additional cross. To the second additional cross interrogatory he answered:

I refer to my answer to the fourth cross interrogatory. The taste of water, condensed from steam in the hold of vessels, is not absolutely fresh, nor is it salt to the degree of ordinary sea water, but it is brackish; I have tasted it.

John S. Tyler, J. L. English, Fletcher Webster, commissioners.

3d additional cross. To the third additional cross interrogatory he answered:

There is a difference; the coarse salt will sometimes drain; the other will not. I consider it safe and proper to stow both kinds of bag salt between decks, and in my answers to any of the preceding interrogatories in which salt is spoken of as a proper article to put between decks, both kinds are meant.

4th additional cross. To the fourth additional cross interrogatory he answered:

I don't know that they are.

5th additional cross. To the fifth additional cross interrogatory he answered:

I think them unavoidable.

6th additional cross. To the sixth additional cross interrogatory he answered:

I should think if the dripping was actually brine, that it came from the salt, or from salt water.

J. G. DICKSON.

Sworn and subscribed this fifth day of February, A. D. 1848, before us.

JOHN S. TYLER,
J. L. ENGLISH,
FLETCHER WEBSTER,
Commissioners.

Robert B. Edes, of the city of Boston, one of the port wardens of the port of Boston, being first sworn in the manner and form prescribed by the commission, answered the several interrogatories as follows:

1st interrogatory. To the first interrogatory he answered:

I am 58 years of age; a master mariner for 18 years; and a port warden for 12 years. I have a knowledge of shipping, insurance, and the trade between Liverpool and the United States, which has been accumulating for about 35 years, and with the stowage of vessels for about the same time.

2d interrogatory. To the second interrogatory he answered:

It is usual, safe, and proper so to stow cargoes, and to put salt in sacks between decks. The salt is not injurious to, nor does it interfere with, the cargo in the lower hold, unless water gets to it and melts it.

3d interrogatory. To the third interrogatory he answered:

I should think such a steam might be created on such a voyage.

4th interrogatory. To the fourth interrogatory he answered:

We do not often see damage by steam in the lower hold, but we do see packages in the lower hold damaged by vapor or dampness rising from the bilge water. Casks are discolored; steel and iron wares, sheet iron, &c., are subject to this kind of injury.

5th interrogatory. To the fifth interrogatory he answered:

Yes, to both branches of the inquiry on Liverpool voyages.

6th interrogatory. To the sixth interrogatory he answered:
I think so.
7th interrogatory. To the seventh interrogatory he answered:
I know of none.
8th interrogatory. To the eighth interrogatory he answered:
I have already stated that cutlery, iron ware, steel and sheet iron, are often found damaged by rust, on long passages, in cases where there has been no leaking of the vessel beyond the ordinary bilge water.

To the cross interrogatories the said deponent answered as follows:
1st cross interrogatory. To the first cross interrogatory he answered:
It is very common to see vessels coming to this port from Liverpool having a general assorted cargo in the lower hold and salt in sacks between decks; I cannot name particular vessels without referring to the port warden's records. I have never known damage to the goods in the hold from the salt, unless the salt got wet by the straining of the decks so as to open the seams.
2d cross interrogatory. To the second cross interrogatory he answered:
If the decks are tight, the cargo *the cargo* below is stowed without regard to the place where the salt is to be placed between decks.
3d cross interrogatory. To the third cross interrogatory he answered:
The coarse salt in sacks is apt to be damp and sweat, so that you can sweep off a moisture from the outside like dew. The fine salt is dry and hard, and does not yield such moisture. The leakage of salt is not more penetrating than sea water.
4th cross interrogatory. To the fourth cross interrogatory he answered:
Steam would not deposit salt in the concrete; I think there would be such a change of temperature in the time and on the voyage mentioned as would generate steam. The vessel has to cross the gulf, and is subjected to the chance of sudden changes of temperature, both of the water and the atmosphere; steam generates very quickly, in a cold snap after the vessel comes out of a warm temperature; steam will generate in a vessel that leaks but little full as extensively as in one that leaks a good deal; if a vessel leaks a good deal, the traces of water is likely to be found on the bottom of the packages.
5th cross interrogatory. To the fifth cross interrogatory he answered:
The between decks ought to be dunnaged.
6th cross interrogatory. To the sixth cross interrogatory he answered:
I should attribute the damage to stress of weather and perils of the sea.
7th cross interrogatory. To the seventh cross interrogatory he answered:
Steam will not generate without there is a change of temperature.
8th cross interrogatory. To the eighth cross interrogatory he answered:
It is not contrary to rule, nor a dangerous practice.

To the additional cross interrogatories the said deponent answered as follows:

John S. Tyler, J. L. English, Fletcher Webster, commissioners.

1st additional cross. To the first additional cross interrogatory he answered:

By referring to the port warden's books I could ascertain the names of many vessels, but without such reference I cannot name them.

2d additional cross. To the second additional cross interrogatory he answered:

There is the formation of rust on steel and iron goods, and there is an appearance of salt where the goods have been wet with salt water, but steam when condensed is not salt, it is brackish; not so brackish as much of the well water in this city.

3d additional cross. To the third additional cross interrogatory he answered:

The coarse Liverpool salt is usually damp; the fine or stoved salt is dry; the coarse is subject to some drainage at times, being sometimes put up more damp than at others; I have never seen the coarse salt in sacks brought to this market; I consider it proper to put the coarse salt between decks if the decks are tight.

4th additional cross. To the fourth additional cross interrogatory he answered:

I have never seen any.

5th additional cross. To the fifth additional cross interrogatory he answered:

I don't think it possible to avoid damage by steam, excepting by ventilation.

6th additional cross. To the sixth additional cross interrogatory he answered:

I should think it was from the salt above, if in fact there was a dripping of brine.

ROBT. B. EDES.

Sworn and subscribed before us this fifth day of February, A. D. 1848.

JOHN S. TYLER,
J. L. ENGLISH,
FLETCHER WEBSTER,
Commissioners.

UNITED STATES OF AMERICA,
District of Massachusetts, ss.

By virtue of the annexed commission, we, the undersigned commissioners, having first qualified ourselves as therein prescribed, to execute the same, caused the several witnesses therein indicated, (except Mr. Tappan,) to come before us, on the several days as minuted at the front of each deposition, and each witness having been duly sworn was separately examined upon the several interrogatories and cross interrogatories annexed to the commission, and his answers reduced to writing in his presence, and in the presence of each of us, by one of the commissioners, and the same are hereto annexed.

All the directions and instructions contained in the said commission

were carefully observed by us in the execution thereof. We having been all present at the swearing of each deponent, and the taking and signing of each deposition; and no other person being present at the taking of any deposition except the commissioners, and the one deponent under examination.

In witness whereof we have hereto set our respective hands and seals, at Boston, in said district of Massachusetts, this seventh day of February, A. D. 1848.

JOHN S. TYLER, [SEAL.]
J. L. ENGLISH, [SEAL.]
FLETCHER WEBSTER, [SEAL.]
Commissioners.

N. B. There being no such persons in Boston or its vicinity as J. R. or T. R. Allen, B. F. Read, Josiah Atkins, and James Dickson, known to us, and supposing the persons intended and designated by the names aforesaid to be S. R. Allen, B. T. Read, Isaiah M. Atkins, and Joshua G. Dickson, we examined said last named Allen, Read, Atkins, and Dickson, as the real parties intended to be examined by us, and their depositions are annexed; also Benjamin A. Gould, supposing him to be the party intended to be designated as Benjamin Gould; said Benjamin A. being the only person in Boston or vicinity by the name of "Gould" known to us, likely to have any knowledge of the matters inquired of.

Mr. Tappan, of the firm of Sampson and Tappan, has gone to Europe, as we are informed and believe.

Boston, February 7th, 1848.

JOHN S. TYLER, [SEAL.]
J. L ENGLISH, [SEAL.]
FLETCHER WEBSTER, [SEAL.]
Commissioners.

Commission to examine witnesses in New York.

UNITED STATES OF AMERICA,
South Carolina district.

In the court of admiralty.

To R. Swartwout, jr., Wm. H. De Forrest, and John W. Mitchell, and Pierpont Phillips, greeting:

Whereas a certain cause is now depending in the court of admiralty of the said State, wherein Lambert & Brother and others are libellants, against the ship Martha, Abraham Rich, and James Harris, owners, and Richard Rich, are respondents; and it being necessary to the investigation of the said cause that certain persons named in the interrogatories annexed, resident in the city of New York, State of New York, should be examined on certain interrogatories; now know ye, that in confidence of your prudence, ability, and integrity, you are, by these presents, appointed, and full power and authority are given hereby

to you, any two or more of you, diligently to examine all witnesses, whatsoever, upon certain interrogatories to be exhibited to you, as well on the part of the said libellants as on the part of the said respondents, or either of them; and therefore you, and two or more of you, are hereby authorized and required, on certain days, and at certain places, or to be appointed by you for that purpose, to cause the said witnesses to come before you, and then and there to examine each of them, apart, on the said interrogatories, on their respective corporal oaths, first taken before you, or any two or more of you; and to take such their examinations, and reduce them into writing, on paper; and when you shall have so taken them, to send the same to the judge of the said court of admiralty, at Charleston, in the State aforesaid, closed up, and under your seals, distinctly and plainly set, together with the said interrogatories and this writ; and you and every [one] of you are hereby further required that, before you act in or be present at the swearing or examining of any witness or witnesses, you do severally take the oath first specified in the schedule hereunto annexed; and you, or any two or one of you, are hereby authorized and empowered, jointly or severally, to administer such oath to the rest or any other of you; and you are hereby further authorized and required, jointly and separately, to administer the oath last specified in the said schedule, hereto annexed, to all and every of the clerks or clerk employed in taking, transcribing, or engrossing the deposition or depositions of witnesses so examined by virtue of these presents, before they or he shall be permitted to act as clerks or clerk, or be present at such examination.

Witness honorable R. B. Gilchrist, judge of the United States, South Carolina district, this nineteenth January, A. D. 1848, and the seventy-second year of the sovereignty and independence of the United States.

[Seal district court.]

Commissioner's oath.

You shall, according to the best of your knowledge, truly, faithfully, and without partiality to any or either of the parties in this cause, take the examination and deposition of all and every witness and witnesses, produced and examined by virtue of the commission hereunto annexed, upon the interrogatories now produced and left with you; and you shall not publish, disclose, or make known to any person or persons whatsoever, except the clerk or clerks by you employed and sworn to secrecy in the execution of this commission, the contents of all or any of the depositions of the witnesses, or any of them, to be taken by you and the other commissioners in the commission named, or any of them, by virtue of the said commission, until publication shall pass by rule or order of the court of admiralty for the district of South Carolina. So help you God.

The foregoing oath was administered by each to the other of us, 27th January, 1848.

R. SWARTWOUT, Jr.,
W. H. DE FORREST,
JOHN W. MITCHELL.

Clerk's oath.

You shall truly, faithfully, and without partiality to any or either of the parties in this cause, take and write down, transcribe and engross, the depositions of all and every witness or witnesses produced before and examined by the commissioners, or any of them, named in the commission hereunto annexed, as far forth as you are directed and employed by the said commissioners, or any of them, to take and write down and engross the said depositions or any of them. And you shall not publish, disclose, or make known to any person or persons whatsoever the contents of all or any of the depositions of witnesses, or any of them, to be taken or written down, transcribed or engrossed by you, or whereto you shall have recourse, or be any ways privy, until publication shall pass by rule or order of court. So help you God.

Instructions for the commissioners.

The commissioners must first attend to the instructions contained in the commission; after which, when they are proceeding to business, they will put the first interrogatory to the first witness produced, and set down his answer thereto on a sheet entitled "depositions of witnesses sworn and examined," &c. When done with this, they will put the second interrogatory, and set down his answer to that also, and so on till they have finished putting the interrogatories to him. They will then proceed to examine such other witnesses as may be produced; in which case they will entitle their depositions in the same manner as those of the first, with the difference of the parties' name, age, &c. They will then fix and seal the several sheets together, and set their hands and seals at the bottom of the whole, and their hands to each sheet, leaving the covering sheet on the outside of the whole. Then enclose the whole commission and all in a large paper, well sealed up with their seals, with their names affixed thereto; and having first endorsed the packet on a corner thereof with the names of the parties in the same manner as is done on the covering sheet of the depositions, direct the same to Henry Y. Gray, clerk of the United States court, at Charleston.

If this commission is returned by post, one of the commissioners who examined the witness must endorse and sign a certificate that the same was lodged in the post office, at New York.

N. B. Should the sheets annexed not be sufficient, the commissioners can easily tack others thereto, putting the covering sheet over the whole. And of the commissioners will be sufficient to take the examination.

BENJ. F. HUNT & SON,
Proctors.

Interrogatories to be administered to Wm. Tyack, R. H. Tittle, Anthony F. Moffat, John Baker, W. C. Neilson, port wardens, at New York; Samuel Candler, marine surveyor; Alex. J. Cartwright,

marine surveyor; Thomas H. Merry, Samuel J. Waring, surveyors; Grinnell, Minturn & Co , (either of the partners,) Woodhull & Minturn, Robert Kermit, Sprague & Robinson, partners as Sprague & Robinson, Joseph Ellis, E. Hammond, Dunham & Diamond, witnesses, residing in the city of New York, State of New York, to be examined on the part and behalf of the claimant and respondent.

First. Each witness will, when separately called on, state his age, occupation, how long he has been acquainted with the business of shipping insurance, the stowage of vessels, and especially of the trade between Liverpool and the United States.

Second. From your best knowledge and information, state whether it is or is not safe, proper, and according to the usage of trade, for vessels, trading between the United States and Liverpool, to take a cargo of assorted merchandise in the hold or lower part of a vessel having two decks. And after the hatches are well caulked and secured, is it or not usual, proper, and good stowage to fill the space on the between decks with salt in sacks; and if the same is put in dry and good condition, is such a part of the cargo, in the usual and ordinary course of a voyage injurious to, or does it in any way interfere with, the cargo in the lower hold, supposing the lower deck and hatches to be well caulked and in good order?

Third. When a vessel, staunch and sound at her port of loading in Liverpool, meets with weather which causes her to make much water, to labor hard and require frequent labor at the pumps, and is bound for a port as far south as Charleston, is it or not a natural occurrence that the difference of temperature, where the hatches are caulked down, and the southern latitudes through which she must pass should create a steam in the hold in a voyage of sixty or seventy days, sufficient to affect hardware, cutlery, and even dry goods stowed in the hold?

Fourth. Is steam generated in the lower hold of a vessel caused by the above circumstances, when in good and ordinary weather the vessel would carry her cargo safe and uninjured? In all the above questions it is to be taken as proved that all the goods were well and properly stowed, dunnaged, and packed; the hatches, &c., caulked down securely.

Fifth. If a heavy cargo is put in the lower hold of a two deck vessel, is it or not absolutely essential that the between decks should have sufficient weight to prevent the vessel from laboring in the course of her navigation; and is salt in sacks usually and ordinarily employed for that purpose?

Sixth. Where salt is so loaded between decks and comes out in perfect order, the sacks all dry, the decks clean, and the dunnage not stained, is it or not perfectly independent of the cargo in the lower hold and exercising no influence on its condition?

Seventh. Is there any rule or usage in the port of New York, or any other to your knowledge, that forbids the loading of Liverpool salt in sacks, in combination with a general assorted cargo, if the same is in

good order, well dunnaged, and especially if it comes out in dry clean sacks, and leaving no stain behind it, and is stowed upon an independent deck, having no communication with the rest of the cargo?

Eighth. Do you know any other matter or thing tending to show that a long and tempestuous voyage from Liverpool to Charleston may affect iron ware without any defect in the ship?

BENJ. F. HUNT & SON,
Proctors.

Cross interrogatories.

(To be used in all the cases between the shippers) for the witnesses in New York, examined on the part of the respondents.

1st. Have you any personal knowledge of any ship or ships that have taken a full cargo of dry goods and fine cutlery under the lower decks, and salt in sacks in the between decks? If you answer in the affirmative, name the particular vessels, the voyages, and the result of them; did you never know in such a case of any damage to the cargo?

2d. In stowing a vessel with salt and things likely to be corroded by salt, would you deem it prudent to put those things within the drip of the salt, exposed to the leakage through the seams of the deck?

3d. Has it not come within your observation that salt in sacks, and particularly course Liverpool salt, will always give out brine in common weather; and that the leakage of salt is very penetrating?

4th. If you answer the third interrogatory affirmatively, then say whether the steam thus generated would deposite salt in the concrete upon the merchandise in the hold; say, also, whether such a change of temperature as would generate steam in the hold is to be expected in a voyage from Liverpool to Charleston, between the 21st September and 10th November; and say, also, whether steam could have been thus generated in a dry cargo, unless water in considerable quantities had been admitted into the hold; and whether the traces of water so admitted would not have been found on the under part of the boxes and packages.

5th. If you deem salt in sacks, particularly coarse salt, a proper cargo for between decks, when there are things liable to be corroded by salt below deck, say whether in such case the between decks should be dunnaged or not.

6th. If a vessel with fine cutlery and other valuable goods below her lower deck, railroad iron in the bottom, forming below deck a cargo altogether dry, and salt in sacks between decks, sails from Liverpool on the 21st September, meets with ordinary weather, arrives in Charleston on 10th November, and while discharging the cargo the seams of the under deck are seen to be wet, and the brine dripping through them, to what cause would you refer the injury, if upon examination the hardware and dry goods should be found to be damaged by rust and salt?

7th. If, in such a case, you would refer the damage to the generation of steam caused by mere change of temperature, then say why such an injury does not happen in every voyage from Liverpool to Charleston.

8th. Do you know any thing more tending to show that the stowing of salt in sacks above dry goods and cutlery, even when the seams of the lower deck are apparently well caulked, is contrary to rule or a dangerous practice? Declare all you know.

PETIGRU & LESESNE,
Libellants' proctors.

Libellants' commissioner.

J. W. MITCHELL, Esq.

(Cross interrogatories proposed by Peronneau & Hayne, proctors for South Carolina R. R. Company, are the same as the preceding.)

Deposition of witnesses sworn and examined, &c.

Deposition of William C. Neilson, a witness produced, sworn, and examined on the interrogatories and cross interrogatories annexed to the commission hereto annexed, issued out of the court of admiralty in the district of South Carolina, in a certain cause therein depending, wherein Lambert & Brother and others are libellants, and the ship Martha and owners are respondents, on the twenty-seventh day of January, one thousand eight hundred and forty-eight, before Robert Swartwout, jr., William De Forrest, and John W. Mitchell, three of the commissioners named in said commission, at the city of New York.

The said witness to the said interrogatories and cross interrogatories answers as follows, to wit:

1. To the first interrogatory he saith:

I am forty-five years of age; and have been for the last five years, and am now, one of the port wardens of the city of New York; previous to that I was engaged in navigation; I had been to sea since I was 16 years of age, during all which time I have been acquainted with the business of shipping; I have been acquainted with the business of insurance for the last eighteen years; and I had been an inspector of insurance to the American Insurance Company in this city for two years *years* previous to being a port warden; I have been acquainted with the stowage of vessels for the last twenty years; and with the trade between Liverpool and the United States for fifteen years or upwards.

2. To the second interrogatory he saith:

From my best knowledge and information I know that it is safe, proper, and according to the usage of trade, for vessels trading between the United States and Liverpool to take a cargo of assorted merchandise in the hold, or lower part of a vessel having two decks; and after the hatches are well caulked and secured, it is usual, proper, and good stowage to fill the space on the between decks with salt in sacks, and if the same is put in dry and in good condition, such a part of the cargo in the usual and ordinary course of a voyage is not injurious to, and does not in any way interfere with, the cargo in the lower hold, supposing the lower deck and hatches to be well caulked and in good order.

R. Swartwout, jr.; comm'r. Wm. H. De Forrest, comm'r. John W. Mitchell, comm'r.

3. To the third interrogatory he saith:

When a vessel staunch and sound at her port of loading, in Liverpool, meets with weather which causes her to make much water, to labor hard and require frequent labor at the pumps, and is bound for a port as far south as Charleston, it is a natural occurrence that the difference of temperature, where the hatches are caulked down, and the southern latitudes through which she must pass, should create a steam in the hold, on a voyage of sixty or seventy days, sufficient to affect the hardware, cutlery, and even dry goods stowed in the hold.

4. To the fourth interrogatory he saith:

All vessels are more or less liable to generate steam in the lower hold, and more particularly when they leak and make water; steam will be generated in the lower hold of a vessel at any time, at any season of the year, in any kind of weather, and without being necessarily caused by any of the circumstances mentioned in the third interrogatory in chief; going from a cold to a warmer, or from a warm to a colder climate, will be an increasing cause of generating steam, and the longer a vessel is out the more steam she will be likely to make.

5. To the 5th interrogatory he saith:

If a heavy cargo is put in the lower hold of a two-decked vessel, it is absolutely essential that the between decks should have sufficient weight to prevent the vessel from laboring in the course of the navigation. Salt in sacks is usually and ordinarily employed for that purpose.

6. To the 6th interrogatory he saith:

Where salt is so loaded between decks, and comes out in perfect order, the sacks all dry, the decks clean, and the dunnage not stained, it is perfectly independent of the cargo in the lower hold, and exercises no influence on its condition.

7. To the seventh interrogatory he saith:

There is not, to my knowledge, any rule or usage in the port of New York, or any other port, which forbids the loading of Liverpool salt in sacks in combination with a general assorted cargo, if the same is in good order, well dunnaged, and especially if it comes out in dry, clean sacks, and leaving no stain behind it, and is stowed upon an independent deck, having no communication with the rest of the cargo.

8. To the 8th interrogatory he saith:

I do not know any thing more than what I have already answered.

W. C. NEILSON.

Taken and subscribed before us, this 27th January, 1848.

R. SWARTWOUT, Jr.,
W. H. DE FORREST,
J. W. MITCHELL,
Commissioners.

1. To the first cross interrogatory the said witness saith:

I have known many a ship that has taken a full cargo of dry goods and fine cutlery under the lower deck, and salt in sacks in the between decks—both packet and transient ships. I recollect the

packet ship Virginian, from Liverpool to New York, which has taken such a cargo; no damage accrued to the cargo in the lower hold from the salt between decks; also the Sheridan, from Liverpool to New York; also the ship Europe, from Liverpool to New York; no damage resulted to either of these ships' cargoes. I could mention fifty others, if I had my book, with the same results. I have never known, in such a case, of any damage to the cargo.

2. To the 2d cross interrogatory he saith:

No damage could arise from the cargo below from salt between decks, unless a sufficient quantity of water should come in contact with the salt to dissolve it. I consider it not imprudent to stow salt in sacks between decks over a cargo of dry goods, cutlery, and other articles likely to be corroded in the lower hold. In stowing a vessel with salt and things likely to be corroded by salt, I should consider the possibility of a drip of the salt so remote, that I would not take, or consider it necessary to take, any precaution against it.

3. To the 3d cross interrogatory he saith:

It has not come within my observation that salt in sacks, or Liverpool salt in particular, would always give out brine in common weather. I have never seen any leakage from salt in sacks, and know nothing of the penetrating qualities of salt.

4. To the 4th cross interrogatory he saith:

Steam thus generated would rust iron or cutlery, or spot goods in the hold, but I should think it would not generate salt in the concrete upon merchandise in the hold. Such change of temperature as would generate steam in the hold is to be expected in a voyage from Liverpool to Charleston, between 21st September and 10th Nov'r. Steam could have been thus generated in a dry cargo, without water, in considerable quantities, being admitted into the hold; the tighter the hatches and the decks, the more steam would be generated. If the packages were properly dunnaged, the water could not come in contact with the under part of the boxes and packages; but if suffered to come in contact with the water, traces of water would be found on the under part of the boxes and packages.

5. To the 5th cross interrogatory he saith:

I do deem salt in sacks, and even coarse salt, a proper cargo for between decks when there are things liable to be corroded by salt below deck. It is a matter of opinion whether or not the between decks, in such cases, should be dunnaged. If the upper deck hatches are to be opened during the voyage for the accommodation of passengers in the between decks, that is what is called steerage passengers, I should think the salt ought to be dunnaged; if the contrary, there would be no occasion for it to be dunnaged.

6. To the 6th cross interrogatory he saith:

I should refer the injury in the case proposed by this cross interrogatory to the heat and steam of the hold.

7. To the 7th cross interrogatory [he saith:]

Change of temperature is only an increasing cause of the generation

of steam in the case alluded to in this interrogatory; mere change of temperature will alone generate steam, particularly where the hatches are properly secured down and caulked; and the tighter the hatches the more steam will be generated. Why such an injury does not happen in every voyage from Liverpool to Charleston is, that some passages they stretch farther to the north and farther to the south, owing to the wind, than they do in other passages, which increases or diminishes the temperature.

8. To the 8th cross interrogatory he saith:

It is not contrary to rule, and it is not a dangerous practice; and further I know not any thing.

W. C. NEILSON.

Taken and subscribed before us, this 27th January, 1848.

R. SWARTWOUT, Jr.,
W. H. DE FORREST,
JOHN W. MITCHELL,
Commissioners.

Depositions of Anthony F. Moffat, a witness produced, sworn, and examined on the interrogatories and cross interrogatories annexed to the commission hereto annexed, issued out of the court of admiralty, in the district of South Carolina, in a certain cause therein depending, wherein Lambert and Brothers and others are libellants, and the ship Martha and owners are respondents, on the twenty-ninth of January, A. D. 1848, before Robert Swartwout, jr., Wm. H. De Forrest, and John W. Mitchell, three of the commissioners named in the said commission, at the city of New York.

The said witness to the said interrogatories and cross interrogatories answers as follows, to wit.

1. To the 1st interrogatory, he saith.

1. I was born on 18th of January 1786, and consequently I was 62 years of age on 18th January 1848; I am a port warden by authority of the State of New York; I commenced going to sea on 9th of January, 1803, and have been acquainted with shipping ever since; I know nothing about insurance.

It is natural thing for a sailor to be acquainted with the stowage of vessels; I have been acquainted with the stowage of vessels ever since I commenced going to sea and discharged the first cargo; the first time I ever had anything to do with Liverpool was in 1819; I was then 1st officer of one of the finest ships sailing between New York and Liverpool; from that time to the present, I have been acquainted with stowage of vessels from Liverpool to the United States.

2. To the 2nd interrogatory he saith.

It is safe, proper, and according to the usage of ships trading between U. States and Liverpool to take a cargo of assorted merchandise in the hold or lower part of a vessel having two decks; it is usual, proper, and good stowage to fill the space in the between decks with salt

in sacks, and after the hatches are well caulked and secured; and if the same is put in dry and in good condition, such a part of the cargo in the usual and ordinary course of a voyage is not in my opinion injurious to, nor does it in any way interfere with, the cargo in the lower hold, supposing the lower deck and hatches to be well caulked and in good order.

3. To the 3d interrogatory he saith:

When a vessel, staunch and sound at her port of loading in Liverpool, meets with weather which causes her to make much water, to labor hard, and require frequent labor at the pumps, and is bound for a port as far south as Charleston, it is not a natural occurrence that the difference of temperature, where the hatches are caulked down, and the southern latitudes through which she must pass, should create a steam in the hold in a voyage of 60 or 70 days, sufficient to affect hardware, cutlery and even dry goods stowed in the hold; I cannot conceive that a vessel bound from a cold to a warmer atmosphere can generate steam in the hold or in any close compartment; if she goes from a warm to a colder temperature, it will generate steam; where in a vessel it is warmer under deck than the atmosphere above, steam will be generated; a vessel making much water or leaking badly will create a dampness which will damage any part of a cargo liable to rust or spotting or discoloring.

4. To the 4th interrogatory he saith:

In my judgment and opinion I cannot admit of steam generating at all in the lower hold; if a vessel is half full or a quarter full, or hath a large quantity of water, it can generate no steam; the water being colder than the hold of the vessel it would create a dampness according to the quantity of the water.

5. If a heavy cargo is put in the lower hold of a two-decked vessel, it is absolutely essential that the between decks should have sufficient weight to prevent the vessel from laboring in the course of her navigation; a vessel must have an adequate proportion of weight between decks for the safety of the ship; salt in sacks is usually and ordinarily employed for the purpose when it can be procured; it is about the best article for that purpose.

6. To the sixth interrogatory he saith:

Where salt is loaded between decks, and comes out in perfect order, the sacks all dry, the decks clean, and the dunnage not stained, it is perfectly independent of the cargo in the lower hold, and exercising no influence on its condition, I cannot conceive that it can have any influence or effect whatever; it might as well be said that water in the water casks on deck could affect a cargo between decks, as to say that salt between decks could affect the cargo in the lower hold.

7. To the 7th interrogatory he saith:

I know of no rule or usage in the port of New York or any other that forbids it.

8. To the 8th interrogatory he saith:

There is a practice of salting ships on the stocks, and a few years afterwards re-salting them as the salt melts down; this practice creates

a more dangerous dampness to fine goods than even steam does; the design of salting ships is to preserve the timbers and frame from decay.

ANTH'Y F. MOFFAT.

Taken and subscribed before us, 29th January, 1848.

R. SWARTWOUT, Jr.,
W. H. DE FORREST,
JOHN W. MITCHELL,
Commissioners.

1. To the 1st cross interrogatory the said witness saith:

I have no personal knowledge of any ship or ships that have taken a full cargo of dry goods and fine cutlery under the lower decks, and salt in sacks in the between decks; but I have frequently known vessels to bring salt between decks and lower hold with a general assortment of other cargo; there is hardly a ship in the Liverpool line which arrives here that does not bring more or less salt between decks and in the lower hold; there has never been, to my knowledge, any complaint of damage resulting therefrom, except when a vessel leaks to wet the salt.

2. To the 2d cross interrogatory:

We are not to presume those decks leak at all, and I therefore would not consider it imprudent to stow any cargo under.

3. To the 3d cross interrogatory he saith:

It has not come within my observation that salt in sacks, and particularly Liverpool salt, will always give out brine in common weather, or that the leakage of salt is any more penetrating than common water; salt put up in sacks will always keep dry unless affected by leaks, or by keeping the hatches off.

4. To the 4th cross interrogatory:

The steam generated under the circumstances mentioned in my answer to the third direct interrogatory, could not, I should think, deposit salt in the concrete upon the merchandise in the hold; I should say *say* that no such change of temperature as would generate steam in the hold is to be expected in a voyage from Liverpool to Charleston between 21st September and 10th November; I do not admit that any quantity of water admitted into the hold could generate steam in a dry cargo, for the more water there would be, the less steam there would be; it is the heat of the hold that creates steam, not the quantity of water; the traces of water admitted into the hold would not be found on the under part of the boxes and packages, any more than the upper part; it would depend upon what part the water would come in contact; in other words, if the water did not come up to the box, there would be no mark or trace on the box; but if otherwise, there would be a mark or trace wherever the water would touch it.

5. To the fifth cross interrogatory:

Certainly; the between decks should be dunnaged under any and every circumstance.

6. To the 6th cross interrogatory:

I would refer the injury to the salt getting wet from leaks in the deck or upper works, and the dissolved salt running into the water ways and between decks, leaking so as to wet the goods below; this is the only way I can account for it.

7. To the 7th cross interrogatory he saith:

Not admitting the generation of steam caused by mere change of temperature, I have nothing to say in answer to this cross interrogatory.

8. To the 8th cross interrogatory he saith:

I do not consider it a dangerous practice, or as contrary to rule or general custom; I know nothing further.

ANTH'Y F. MOFFATT.

Taken and subscribed before us, 29th January, 1848.

R. SWARTWOUT, JR.,
W. H. DE FORREST,
JOHN W. MITCHELL,
Commissioners.

T. H. Merry.

Deposition of Thomas Hy. Merry, a witness produced, sworn, and examined on the interrogatories and cross interrogatories annexed to the commission hereunto annexed, issued out of the court of admiralty in the district of South Carolina, in a certain cause therein depending, wherein Lambert & Brothers and others are libellants, and the ship Martha and owners are respondents, on the 7th of February, A. D. 1848, before Robert Swartwout, jr., Wm. H. De Forrest, and J. W. Mitchell, three of the commissioners named in said commission, at the city of New York.

The said witness to the interrogatories and cross interrogatories answere as follows: i. e.

1. To the 1st interrogatory he saith:

My age is seventy-three years; am a ship master; at present I am one of the marine surveyors appointed by the chamber of commerce and the board of underwriters; I have been acquainted with the business of shipping ever since the year 1785; I was then a boy on board of a ship, and it is now 53 years since I first took command of a ship out of this port; I have been acquainted with the business of insurance since 1804, during which time I have been for 15 years vice president of the Neptune Insurance Company; I first commenced being mate of a vessel in 1793, and from that time I have been acquainted with the stowage of vessels; I was in Liverpool in 1812, and have been frequently since between New York and Liverpool, and from that time been acquainted with the trade between Liverpool and the United States.

2. To the 2d interrogatory he saith:

It is customary to make such stowage, nor would it, in my opinion, injure the cargo in the lower hold of a vessel having two decks; it is both safe and proper, and according to the usage of trade for ves-

sels trading between the United States and Liverpool; after the hatches are well caulked and secured, it is usual, proper, and good stowage to put a quantity of salt in sacks in the between decks; I should consider that it would be overloading a ship to fill the space in the between decks; if it is put in dry and in good condition, such a part of the cargo, in the usual and ordinary course of a voyage, not at all injurious to, nor does it in any way interfere with, the cargo in the lower hold, supposing the lower deck and hatches to be well caulked and in good order.

3. To the 3rd interrogatory he saith:

It is customary for a vessel going from warm weather into cold weather, to have a collection of vapor, which hangs from the beams and lower parts of the deck in little globules, about as large as peas, so that I could scrape it off by my hand, a gill at a time. This vapor or steam is not owing to salt, but to the passage of a vessel from a warm to a colder climate. This steam or vapor is created more in tight ships than in those which make water; I can account for the steam or vapor, but I cannot say whether the difference of temperature, in the case proposed, is sufficient to affect hardware, cutlery, and dry goods stowed in the hold; I should suppose it would affect delicate goods, such as glazed goods and polished steel.

4. To the 4th interrogatory he saith:

The steam or vapor which I have seen generally has been in the between decks. I should say the steam is generated in the lower hold of a vessel, caused by the above circumstances, when in good and ordinary weather the vessel would carry her cargo safe and uninjured.

5. To the 5th interrogatory he saith:

It is absolutely essential; and salt in sacks is usually and ordinarily employed for that purpose.

6. To the 6th interrogatory he saith:

It is perfectly independent of the cargo in the lower hold in the case proposed, and exercises no influence on its condition.

7. To the 7th interrogatory he saith:

There is no such rule or usage in the port of New York, or any other port, to my knowledge, that forbids the loading of Liverpool salt, in sacks, in combination with a general assorted cargo, in the circumstances proposed.

8. To the 8th interrogatory:

I know nothing.

THO. H. MERRY.

Taken and subscribed before us, 7th February, 1848.

R. SWARTWOUT, Jr.,
W. H. DE FORREST,
JOHN W. MITCHELL.
Commissioners.

1. To the 1st cross interrogatory he saith:

Often, and many such ships; the ship called "the New World,"

2797.

just arrived at this port from Liverpool, has salt between decks, while her lower hold was full of a general cargo of merchandise; all of the Liverpool line of ships without an exception carry salt between decks, with a general cargo of merchandise in her lower hold; the cargo of the "New World" is apparently in perfect order. The ship Montezuma, of Marshall's line of Liverpool packets, on her recent voyage from Liverpool to New York, brought such a cargo; I have never known of any damage to the cargo in such a case.

2. To the 2nd cross interrogatory he saith:

I would stow the salt in any part of the deck without supposing that any injury could arise from it. But if I saw that there was leakage through the seams of the deck, and the salt wet, I certainly would not put, and would not deem it prudent to put, those things within the drip of the salt.

3. To the 3rd [cross] interrogatory he saith:

I never saw salt in sacks, and particularly coarse Liverpool salt, give out brine in common weather; there is great difference between coarse Liverpool salt and other salt; the coarse salt is put in a different style of bags; the coarse salt will shew more damp than the other; the leakage of salt is very penetrating.

4. To the 4th cross interrogatory he saith:

I should not suppose that steam, thus generated, would deposit salt, in the concrete, upon the merchandise in the hold; I should say that I never made a voyage from Liverpool to Charleston, but in crossing the banks of Newfoundland, or St. George's banks, there would be such a change of temperature as would generate steam in the hold at any season of the year; whether steam could have been thus generated in a dry cargo unless water in considerable quantities had been admitted into the hold, I am unable to answer; the traces of water, if so admitted, would have been found on the top and sides of the boxes and packages, but not under.

5. To the 5th cross interrogatory he saith:

For salt we commonly lay dunnage; for cotton we do not.

6. To the 6th cross interrogatory he saith:

I should attribute the injury in such case to the water joined to the salt from the deck or sides; the salt in itself would not do it, if it was dry.

7. To the 7th cross interrogatory he saith:

Why such an injury does not happen in every voyage from Liverpool to Charleston is, because the difference in the temperature is not always the same.

8. To the 8th cross interrogatory he saith:

I do not know any thing in answer to this cross interrogatory.

The witness here requested to make a further answer to the 1st cross interrogatory as follows:

The ship Angelo, from Canton to this port, in the last month injured her cargo materially by steam generated in the hold betwixt decks;

much of her cargo was wet by the steam; she was a tight ship; her cargo consisted of teas, matting, silks, lacquered ware, sweetmeats, and the like; the damage in this case I attribute to the change of temperature.

THOS. H. MERRY.

Taken and subscribed before us 7th February, 1848.

R. SWARTWOUT, Jr.,
W. H. DE FORREST,
JOHN W. MITCHELL,
Commissioners.

Joseph Ellis.

Depositions of Joseph Ellis, a witness, produced, sworn, and examined on the interrogatories and cross interrogatories annexed to the commission hereto annexed, issued out of the court of admiralty, in the district of South Carolina, in a certain cause therein depending, wherein Lambert & Brother and others are libellants, and the ship Martha and owners are respondents, on the 9th February, A. D. 1848, at the city of New York, before R. Swartwout, jr., W. H. De Forrest, and J. W. Mitchell, three of the commissioners named in said commission.

The said witness to the interrogatories and cross interrogatories answers as follows, to wit:

1. To the 1st interrogatory he saith:

I am fifty-three years old; I am inspector of Mercantile Mutual Insurance Company, No. 63, Wall street, and was formerly a shipmaster; I have been to sea ever since 1807, and from that time have been acquainted with shipping; I have been acquainted with the business of insurance for five years last past; with the stowage of vessels ever since 1807 or 1808; I knew a good deal about the trade between Liverpool and the United States, and have been for I suppose thirty years acquainted with the trade.

2. To the 2nd interrogatory he saith:

It is safe, proper, and customary for vessels trading between the United States and Liverpool to take a cargo of assorted merchandise in the hold or lower part of a vessel having two decks; it is usual, proper, and good stowage to fill the space on the between decks with salt in sacks when the hatches are well caulked and secured; the bags should be well dunnaged from the side as well as from the deck; supposing the lower deck and hatches to be well caulked and in good order, and the salt is put in dry and in good condition, such a part of the cargo, in the usual and ordinary course of a voyage, is not injurious to, nor does it in any way interfere with, the cargo in the lower hold.

3. To the third interrogatory, he saith:

I think there is not the least doubt that it is sufficient to affect hardware, cutlery, and dry goods stowed in the hold of a vessel thus situated when packed in the ordinary way; the rolling of the ship causes the water contained in the vessel (we are now supposing that the vesse

leaks,) to throw the damp through the air streaks into the hold; from this dampness proceeds the steam or vapor; the change of temperature from cold to warm sunny weather will also have an effect on salt as to produce moisture or dampness on the bags when the hatches are continually closed; we call this sweating; the close confined air, with no opportunity to escape, generates a kind of steam; bags of coffee in the like situation will produce the same result.

4. To the 4th interrogatory he saith:

If the vessel leaks, the water rolls with the ship and creates a damp air, which is forced into the air streaks into the hold of the vessel, and there it is confined and cannot escape, the hatches being caulked down; I cannot answer this any other way.

5. To the 5th interrogatory he saith:

Yes, it is absolutely essential; and salt in sacks is usually and ordinarily employed for that purpose.

6. To the 6th interrogatory he saith:

Yes, it is perfectly independent of the cargo in the lower hold, and exercises no influence on its condition; I am now speaking of a double deck ship; some ships have half between decks and beams in midships, and over those beams are loose planks or boards to make a separation between the lower hold and between decks.

7. To the 7th interrogatory he saith:

There is not any such rule or usage which prohibits it, to my knowledge.

8. To the 8th interrogatory he saith:

Yes, I think that iron ware may, if the ship has a long voyage, and she gets heated going down with the trade winds, be a little rusted or affected with the dampness in the lower hold of the vessel, and this without any defect in the vessel; I cannot say that I knew any other matter or thing.

JOSEPH ELLIS,
Inspector.

Taken and acknowledged before us, 9th February, 1848.

R. SWARTWOUT, Jr.
W. H. DE FORREST,
JOHN W. MITCHELL,
Commissioners.

1. To the 1st cross interrogatory the said witness answers: I have personal knowledge of such ships with such a cargo; I would name the ship Ashland, Capt. Williams, of Kennebunk; she got ashore at Southampton, Long Island, on her voyage from Liverpool to New York in April or May, 1847; I was down there as agent for the underwriters; she had a cargo of dry goods, cutlery, crates, iron and indigo, and English steel in boxes; the cargo was damaged in this case, but not from the manner in which it was stowed; I have no knowledge or remembrance of any vessel with a cargo of dry goods and fine cutlery under the lower decks, and salt in sacks in the between decks, in which any damage has arisen therefrom.

2. To the 2d cross interrogatory he saith:

From the straining of a vessel in a storm, it would be hard to tell what part of the between decks would admit water or leak. Were I to discover that the seams of the deck, at the time of putting in the cargo, admitted of leakage, I would in such case certainly deem it imprudent to put those things within the drip of salt exposed to such leakage. I would, in such case, caulk well the seams before exposing perishable cargo there. If the seams be well caulked, I consider it not imprudent to put the cargo any where with the necessary dunnage.

3. To the 3d cross interrogatory he saith:

I do not know that I have ever known salt in sacks, or coarse Liverpool salt, to give out brine in common weather; the bags are made of English linen, dull and very thick and strong, and absorbs a good deal of the dampness, if any. The leakage of salt is very penetrating.

4. To the 4th cross interrogatory he saith:

Steam thus generated would not deposit salt in the concrete upon the merchandise in the hold; such a change of temperature as would generate steam in the hold is to be expected in a voyage from Liverpool to Charleston between 21st September and 10th November. The heat of the Gulf water, and also if she takes the trade winds, will be sufficient to produce a great deal of steam and dampness when the vessel is shut up tight. I should not think steam could have been thus generated in a dry cargo, in such quantity as to injure the cargo, unless the vessel had made a considerable quantity of water, and leaked badly on the passage. The traces of water so admitted through the decks would be found on the tops and sides of the boxes. If the water came from her bottom or any part of her sides, the cargo in the lower hold would be stained or wet or damp at the bottom, provided the vessel leaked so badly as to cause the water to come over the ship's ceiling.

5. To the 5th cross interrogatory he saith:

The between decks should most certainly in such cases be well dunnaged, and the bags kept clear from the ship's side by dunnage, for fear of leak in her water-way seams.

6. To the 6th cross interrogatory he saith:

I should refer the damage in such case to excessive straining of the ship during the passage.

7. To the 7th cross interrogatory he saith:

If I were to attribute such injury to the generation of steam by mere change of temperature, I would say, in reply to this cross interrogatory, that such an injury would not happen in a bran new vessel on her first voyage, where the wood is perfectly dry and new, and absorbs a great deal of the dampness. An old vessel is always damp in itself, her timbers and planks being more or less damp, and therefore does not absorb the dampness. The length of the passage has a great deal to do with it; the longer the voyage, the more apt to produce dampness and consequent injury to the cargo.

8. To the 8th cross interrogatory he saith:

I do not.

JOSEPH ELLIS, *Inspector*.

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Taken and acknowledged, 9th February, 1848.

R. SWARTWOUT, Jr.,
W. H. DE FORREST,
J. W. MITCHELL,
Commissioners.

Depositions of Alexander J. Cartwright, a witness produced, sworn, and examined on the interrogatories and cross interrogatories annexed to the commission hereunto annexed, issued out of the court of admiralty, in the district of South Carolina, in a certain cause therein depending, wherein Lambert and Brother and others are libellants, and the ship Martha and owners are respondents, on the 9th February, A. D. 1848, at the city of New York, before Robert Swartwout, jr., W. H. De Forrest, and John W. Mitchell, three of the commissioners named in said commission.

The said witness to the interrogatories and cross interrogatories answers as follows, to wit:

1. To the 1st interrogatory he saith:

I am sixty-three years of age. I am now a marine surveyor, and have been, most of my time, a ship master. For more than twenty years I have been acquainted with the business of shipping, insurance, the stowage of vessels, and of the trade between Liverpool and the United States.

2. To the 2d interrogatory he saith:

It is very uncommon, and is not safe, proper, and according to usage, to fill a vessel with salt in sacks between decks, but very common to do it partially. There never was an instance, I believe, of a vessel being filled with salt between decks. It is undoubtedly safe, proper, and according to usage of trade, for vessels trading between the United States and Liverpool to take a cargo of assorted merchandise in the hold or lower part of a vessel having two decks. If the salt is put in dry and in good condition, such a part of the cargo, in the usual and ordinary course of a voyage, is not injurious to, and does not in any way interfere with, the cargo in the lower hold, (the lower deck and hatches being supposed to be well caulked and in good order,) if the between decks be filled but partially; but if fully filled, then it would be injurious and would interfere with the cargo in the lower hold. It would, in such case, endanger the whole cargo on board. It is almost an unheard of thing for the between decks to be filled with salt in sacks. The vessel would upset. It would be the height of impropriety. When I say that it would not be injurious to partially fill a vessel with a cargo of salt in sacks in the between decks, I am speaking only of a vessel having a double deck, and not a false deck. But if a false deck, then it would be more likely to be injurious even partially to fill the between deck with salt in sacks, as the false deck would be subject to leakage.

3. To the 3d interrogatory he saith:

It would depend altogether on the season of the year and the different latitudes which the ship has passed through, whether it be or be not

so. It is, however, a natural occurrence, that the difference of temperature in the case proposed should create a dampness, I would not say a steam, sufficient to affect hardware, cutlery, and dry goods in the hold. I might have omitted dry goods, as they are generally better packed than hardware. I would use the word hardware alone.

4. To the fourth interrogatory he saith:

I object to the word steam altogether; I understand the question to be whether dampness or sweat can be generated by the mere change of temperature alone; I reply in the affirmative, but I think the question obscure.

5. To the fifth interrogatory he saith:

It is absolutely essential that the between decks should have sufficient weight to prevent the vessel from laboring in the course of her navigation, when a heavy cargo is put in the lower hold of a two decked vessel; salt in sacks is not selected specially for such purpose, any article of weight is employed; whenever salt is shipped, if it arrives in time at the ship, it should most certainly be placed in the lower hold; but, if not, it may be put in the between decks without any impropriety in the stowage.

6. To the sixth interrogatory he saith:

When salt is so loaded between decks, and comes out in perfect order, the sacks all dry, the decks clean, and the dunnage not stained, it is in such certainly independent of the cargo in the lower hold, exercising no influence on its condition.

7. To the seventh interrogatory he saith:

There is no rule or usage any where, to my knowledge, which prohibits the loading of Liverpool salt in sacks on board of the same vessel, in combination with a general assorted cargo, provided the salt be stowed by itself, apart from all other parts of the cargo.

8. To the eighth interrogatory he saith:

I do not know of any other matter or thing.

ALEX. J. CARTWRIGHT.

Taken and subscribed before us, 9th February, 1848.

A. J. CARTWRIGHT,
R. SWARTWOUT, Jr.,
JOHN W. MITCHELL,
Commissioners.

1. To the first cross interrogatory he saith:

I have personal knowledge of ships that have taken a full cargo of goods in cases, bales, or boxes, casks, &c., under the lower deck, and salt in sacks in the between decks; but whether the goods were dry goods or cutlery, I have never examined; I have no recollection of any particular vessels, my memory will not serve me; I could easily find the names of such vessels had I reference to certain books; almost every vessel that comes in, there is more or less damage to the cargo, but I have never known of any damage in such a case to the cargo arising from the salt being stowed between decks.

2. To the second cross interrogatory he saith:

I never knew salt in sacks to drip of its own nature where it is kept perfectly dry; having never known salt to drain, I consider there is no impropriety in stowing salt in sacks between decks, irrespective of whatever goods may be in the lower hold; if a person, at the time of stowing the salt, knew the seams of the deck to be open and require caulking, it would in that case, and in that only, be deemed imprudent.

3. To the third cross interrogatory he saith:

I have never known salt in sacks to give out brine in common weather while the salt is kept dry; to produce brine it is requisite that water should have been dropped upon it; leakage of salt is very penetrating.

4. To the fourth cross interrogatory he saith:

Dampness or sweat, I won't use the word "steam," thus generated, would not deposit salt in the concrete upon the merchandise in the hold; such change of temperature as would generate dampness or sweat in the hold in a voyage from Liverpool to Charleston, between 21st September and 10th November, is to be expected or is not to be expected, according to the route the vessel may have taken; if she had come in a direct line from Liverpool, the effect of the atmosphere would be less; but if she took the trade wind, or run down the trades, there would be greater liability to sweat; dampness or sweat may exist in a dry cargo without the admission of water into the hold; it is, however, the case that a vessel leaking is more apt to injure her cargo by dampness than she otherwise would; whether the traces of water so admitted would be found on the under part of the boxes and packages, would depend entirely upon the quantity of water admitted; if the water admitted should be sufficient to reach the boxes and packages, then the traces of water would be found on the under part of the boxes and packages.

5. To the fifth cross interrogatory he saith:

In the case presented, the between decks is not always dunnaged, though I hold it necessary that it should always be done; I have never seen a vessel having salt in sacks in the between decks which has not been dunnaged.

6. To the sixth cross interrogatory he saith:

I should refer the injury in the case proposed to leaks in the sides of the ship, and in the lower deck water-ways.

7. To the seventh cross interrogatory he saith:

I would say because all vessels do not take the same route, and therefore have not the same change of temperature; and also because the voyage is not made at the same season of the year.

8. To the eighth cross interrogatory he saith:

I know nothing.

ALEX. J. CARTWRIGHT.

Taken and subscribed before us, 9th February, 1848.

R. SWARTWOUT, JR.,
W. H. DE FORREST,
JOHN W. MITCHELL,
Commissioners.

Depositions of Robert Kermit, a witness produced, sworn, and examined on the interrogatories and cross interrogatories annexed to the commission, hereunto annexed, issued out of the court of admiralty, in the district of South Carolina, in a certain cause therein depending, wherein Lambert & Brother and others are libellants, and the ship Martha and owners are respondents, on the tenth day of February, one thousand eight hundred and forty-eight, at the city of New York, before Robert Swartwout, jr., W. H. De Forrest, and John W. Mitchell, three of the commissioners named in the said commission.

The said witness to the interrogatories and cross interrogatories answers as follows:

1. To the first interrogatory he saith:

I am 53 years of age, and a merchant; I have been acquainted with the business of shipping and stowage of vessels for nearly 40 years; with insurance nearly as long; and with the trade between Liverpool and the United States over 20 years.

2. To the 2d interrogatory he saith:

It is both safe, proper, and according to usage of trade for vessels trading between the United States and Liverpool to take a cargo of assorted merchandise in the hold or lower part of a vessel having two decks; I should say it would be safe and proper, but not usual stowage, to fill the space between decks with salt in sacks, the hatches being well caulked and secured; I would not say it would be safe literally to fill it, but the contrary; it is totally out of the question to fill it with salt; it cannot, with any propriety, be done; what I mean to say is, that it would be safe to lay in about one thousand bags of salt in the between decks in a vessel of moderate size, or size now in general use; any ship master or stevedore could tell what would be a sufficiency of salt to be placed in the between decks; I should think that if the salt be put in dry and in good condition, such a part of the cargo in the usual and ordinary course of a voyage, is not injurious to, and does not in any way interfere with the cargo in the lower hold, supposing the lower deck and hatches to be well caulked and in good order.

3. To the 3d interrogatory he saith:

I think it is a usual occurrence for a vessel having a long passage, and in the condition mentioned in this interrogatory, to have steam created in the hold sufficient to affect the hardware, cutlery, and dry goods stowed in the hold; but whether this steam arises from difference of temperature I would not pretend to say; steam will be formed from the mere closeness of the ship on a long voyage, and there being some portion of water to feed it.

4. To the 4th interrogatory he saith:

I attribute the generation of the steam in its extent to the length of the passage; in a short passage it seldom appears; steam is generated by circumstances such as are mentioned in the 3d interrogatory in chief, that is, as to her making water in bad weather; in good weather a ship is generally upright, or may be got so for the purpose of pumping her out, when the water can nearly all be drawn from the hold; while in

bad weather, she is frequently for a length of time careened on her side, the water settles in the bilge and cannot be pumped out, from whence sweat and injury will arise.

5. To the 5th interrogatory he saith:

It is essential to prevent the vessel from laboring in the course of her navigation; I cannot say that salt is usually or ordinarily employed for the purpose; it is, however, sometimes carried in the between decks.

6. To the 6th interrogatory he saith:

I should say that it is.

7. To the 7th interrogatory he saith:

If it is meant by "combination" that salt is mingled with the cargo, that is not usual; it is usual to stow a considerable quantity of the salt apart from other articles of the cargo, that is to say, in one body, and boards and mats are used to protect the salt from coming in contact with other articles for the safety of the salt and the goods; there is no rule or usage in New York or elsewhere, I believe, to my knowledge, which forbids the loading of salt in sacks in a ship which takes other cargo.

8. To the 8th interrogatory he saith:

I know of nothing further, except that my experience shows that there is always some damage to goods after a long passage.

ROB'T KERMIT.

Taken and subscribed before us, 10th February, 1848.

R. SWARTWOUT, Jr.,
W. H. DE FORREST,
JOHN W. MITCHELL,
Commissioners.

To the first cross interrogatory he saith:

I never knew of a ship which took a full cargo of salt in the between decks, and a full cargo of dry goods and fine cutlery under the lower decks; but I have known ships with a full cargo of dry goods and fine cutlery under the lower decks having a moderate portion of salt between decks; I do not recollect the particular vessels; I can only say they were ships under my own control in the Liverpool trade, and I have no idea or recollection of any damage accruing to cargo in the lower hold from salt in sacks in the between decks.

2. To the 2d cross interrogatory he saith:

If the decks are in good order there would be no dripping; if the seams of the deck are leaky, I should think it very imprudent to put any goods within the drip of the salt exposed to such leakage; I should think it possible that a vessel laboring very hard might strain her between decks so as to make it leaky; but I should think it hardly possible that it could become so leaky as to admit the drainage of salt, if any, into the lower hold, supposing that the vessel at the time of her starting was in good order.

3. To the 3d cross interrogatory he saith:

It is not within my observation that salt in sacks, or coarse Liverpool salt, will give out brine in common weather; the leakage of salt is very penetrating; it would penetrate into solid wood quicker than pure water, but I do not know that it would pass through a seam of a ship quicker than water.

4. To the 4th cross interrogatory he saith:

I could not say that steam thus generated would deposit salt in the concrete upon the merchandise in the hold; if the ship made water which lay in her bilge, and from thence rose in steam to her beams, and there condensed into water, and fell on goods below, and become dry, it would, I think, show a saline appearance; but if from a tank or water cask there was a leak, from the wet of which a steam was formed, &c., it would not; I know nothing about the effect produced by a change of temperature; my opinion is, that a small quantity of water will generate steam in a close hold; the traces of water would be more apt to be found on the top than on the under part of the boxes and packages, it having formed from the beams above.

5. To the 5th cross interrogatory he saith:

The between decks should always be dunnaged, under any circumstances, with a view to the protection of the goods so dunnaged; our belief is, that the between decks is as secure as our upper deck; it should be as tight and as secure, and therefore the dunnaging is not with reference to the cargo in the lower hold.

6. To the 6th cross interrogatory he saith:

I would refer the injury in the case proposed to the leakage of the seams, if the brine is seen dripping through.

7. To the 7th cross interrogatory he saith:

Having said nothing relative to steam caused by mere change of temperature, I have nothing to say in answer to this cross interrogatory.

8. To the 8th cross interrogatory he saith:

I do not.

ROBERT KERMIT.

Taken and subscribed before us, 10th February, 1848.

R. SWARTWOUT, JR.,
W. H. DE FORREST,
JNO. W. MITCHELL,
Commissioners.

Depositions of Samuel Candler, a witness produced, sworn, and examined on the interrogatories and cross interrogatories annexed to the commission hereunto annexed, issued out of the court of admiralty, in the district of South Carolina, in a certain cause therein depending, wherein Lambert and Brother and others are libellants, and the ship Martha and owners are respondents, on the 11th Feb'y, A. D. 1848, at the city of New York, before Robert Swartwout, jr., W. H. De Forrest, and John W. Mitchell, three of the commissioners appointed in said commission.

The said witness to the interrogatories and cross interrogatories answers as follows:

1. To the 1st interrogatory he saith:

I am sixty-five years of age, and am a marine surveyor, appointed by the board of underwriters and chamber of commerce, and inspector for Lloyd's. I commanded a ship in 1802, and have ever since been concerned in shipping and commercial business. I have been acquainted with the business of insurance for the last twenty or thirty years; with the stowage of vessels more or less ever since 1802, and have made it more especially my business for the last four or five years in fulfilling the duties of inspector and surveyor.

I have been acquainted with the trade between Liverpool and the U States ever since I have been the master of a ship. I have been the owner of vessels in that trade, and have commanded a ship in that trade within the last 7 or 8 years.

2. To the 2d interrogatory he saith:

It is safe, proper, as well as customary, for vessels *for vessels* trading between the United States and Liverpool to take a cargo of assorted merchandise in the hold or lower part of a vessel having two decks; and after the hatches are well caulked and secured, if her cargo is of a heavy nature below, it would be usual, proper, and good stowage to fill the space in the between decks with salt in sacks. If put in dry and in good condition, such a part of the cargo, in the usual and ordinary course of a voyage, cannot be injurious to, or in any way interfere with, the cargo in the lower hold, supposing the lower deck and hatches to be well caulked and in good order.

3. To the 3d interrogatory he saith:

Whether it is a natural occurrence or not in the case proposed in this interrogatory, will depend upon the season of the year. I should think if a vessel should be coming from Liverpool, crossing the Gulf stream on the coast at any time in the fall or winter months, the change of temperature occasioned thereby would create a steam in the hold sufficient to affect hardware, cutlery, and dry goods, too, particularly those goods which may be stowed near to the deck. The steam lodges upon the under part of the deck, and generally drips down upon the upper tier of the cargo.

4. To the 4th interrogatory he saith:

It is a difficult question to answer; I have surveyed goods on board of different vessels coming from the same port, with the same kinds of cargo, and have found in one the cargo saturated by the steam of the hold, as we call it, or sweat, while the other has been scarcely damaged at all. I have found it difficult to determine the cause, but presume it arises from one vessel being tighter than the other. I cannot answer this interrogatory any further.

5. To the 5th interrogatory he saith:

It is absolutely essential; and salt in sacks is usually and ordinarily employed for that purpose.

6. To the 6th interrogatory he saith:

It is perfectly independent of the cargo in the lower hold in the case proposed, and exercises no influence on its condition.

7. To the 7th interrogatory he saith:

There is no such rule or usage in this port, and I know of none such in any other; but the salt should be stowed by itself, separate from the rest of the cargo.

8. To the 8th interrogatory he saith:

I have often found cutlery very much damaged and rusted where there has been no appearance whatever of leaks in the vessel, and the only thing to which I could attribute it was the dampness. Vessels are generally salted; that is, the space between the timbers is filled with salt, generally to preserve the timbers, and that way cause a dampness in the hold; that may be one reason why the hold of a ship is often found to be damp, and it is more so when a vessel makes water and the water finding its way to the salt between the timbers. The longer the voyage the greater the risk there is of the dampness communicating with the goods. I know nothing further.

SAM'L CANDLER.

Taken and subscribed before us, 11th February, 1848.

R. SWARTWOUT, Jr.,
W. H. DE FORREST,
JNO. W. MITCHELL,
Commissioners.

1. To the 1st cross interrogatory he saith:

I have surveyed many a vessel, and have personal knowledge that ships have taken a full cargo of dry goods and fine cutlery under the lower decks, and salt in sacks in the between decks. As I survey some hundreds of cargoes in the course of a year, I cannot designate any particular ship or ships. I have never known any damage to arise from salt in sacks where it has been stowed between decks.

2. To the 2d cross interrogatory he saith:

If I thought there would be any dripping that would go through the deck, I would not certainly stow them there, nor deem it prudent so to do; but I think it impossible that salt will dissolve of its own nature, so as to turn into brine sufficient to penetrate through the deck of a vessel; and I have never seen any Liverpool salt stowed in sacks dissolved, except by water or other liquid coming in contact with it. Salt of itself will create a dampness, but nothing more.

3. To the 3d cross interrogatory he saith:

It has not come within my observation that salt in sacks, or coarse Liverpool salt, will give out brine in any kind of weather. The leakage from salt or brine is penetrating, and when it comes in contact with perishable goods will damage them.

4. To the 4th cross interrogatory he saith:

I think that steam thus generated would not deposit salt in the concrete upon the merchandise in the hold. Such a change of temperature would generate steam in the hold in a voyage from Liverpool to

Charleston, between 21st September and 10th November, is hardly to be expected, though it might be generated by the temperature being colder at the time than usual, and the change consequently more sudden. I have never known a vessel which has not had more or less water in her hold; and I think steam could not be generated in a dry cargo, unless water, in some quantity, should come into the hold; a little water is sufficient to generate steam, as I should think. It does not follow that the traces of water would be found on the under part of the boxes and packages. The steam ascends to the deck and then falls on the upper part of the packages in drops of such size as that a person may, with his hand, scoop off the water in large quantities.

5. To the 5th cross interrogatory he saith:

I should not dunnage the salt for the preservation of the cargo below, but I should dunnage it to prevent leaks that might be in the upper part of the vessel from wetting the salt.

6. To the 6th cross interrogatory he saith:

I should refer the injury in the case proposed to the salt having been dissolved by water, and the seams of the deck open so as to allow the brine to run between the planks where they should have been caulked.

7. To the 7th cross interrogatory he saith:

As I have not referred the injury in such a case to the generation of steam caused by a mere change of temperature, I have nothing to say in answer to this cross interrogatory.

8. To the 8th cross interrogatory he saith:

If the seams in the deck are properly caulked there can be no risk of damage to the cargo in the hold by stowing salt in sacks between decks. Should it so happen that the salt should get wet and produce a brine, that brine would be carried off by the scuppers between decks. I do not know any thing tending to shew that the stowing of salt in sacks, above dry goods and cutlery, even when the seams of the lower deck are apparently well caulked, is contrary to rule or a dangerous practice.

SAM'L CANDLER.

Taken and subscribed before us, 11th February, 1848.

R. SWARTWOUT, Jr.,
W. H. DE FORREST,
J. W. MITCHELL.
Commissioners.

Depositions of Frederick Dimon, a witness, produced, sworn, and examined on the interrogatories and cross interrogatories annexed to the commission hereunto annexed, issued out of the court of admiralty, in the district of South Carolina, in a certain cause therein depending, wherein Lambert & Brother and others are libellants, and the ship Martha and owners are respondents, on the fourteenth day of February, A. D. 1848, at the city of New York, before Robert Swartwout, jr., Wm. H. De Forrest, and J. W. Mitchell, three of the commissioners appointed in said commission.

The said witness to the interrogatories and cross interrogatories answers as follows:

1. To the 1st interrogatory the said witness saith:

I am thirty years of age; my occupation a merchant; I have been in the shipping business ten years last past; also with the business of insurance for ten years, and with the stowage of vessels ten years, and with the trade between Liverpool and the United States about 4 or 5 years.

2. To the 2d interrogatory he saith:

Yes, sir; it is safe, proper, and according to the usage of trade for vessels trading between the United States and Liverpool to take a cargo of assorted merchandise in the hold or lower part of a vessel having two decks; and after the hatches are well caulked and secured, it may or may not be usual, proper, and good stowage to fill the space on the between decks with salt in sacks; it will depend upon the kind of cargo the ship may have in her lower hold, and whether if the same is put in dry and in good condition, such a part of the cargo, in the usual and ordinary course of a voyage, would be injurious to, or would in any way interfere with, the cargo in the lower hold; supposing the lower deck and hatches to be well caulked and in good order, would likewise depend on the kind of cargo the ship may have in her lower hold.

3. To the 3d interrogatory he saith:

I have not sufficient acquaintance with the subject matter of this interrogatory as to be able to answer it.

4. To the 4th interrogatory he saith:

I do not know.

5. To the 5th interrogatory he saith:

It will depend a good deal on the model of the vessel whether she wants heavy freight in the between decks. In general all vessels require weight between decks to make them easy; whether salt in sacks is usually or ordinarily employed for that purpose, I am unable to say.

6. To the 6th interrogatory he saith:

All the answer I can give is, that I should think it must be independent, if the sacks are all dry, the decks clean, and the dunnage not stained.

7. To the 7th interrogatory he saith:

I know of no rule or usage to forbid it.

8. To the 8th interrogatory he saith:

No; I do not know.

F. DIMON.

Taken and subscribed before us, 14th February, 1848.

R. SWARTWOUT, Jr.,
W. H. DE FORREST,
J. W. MITCHELL,
Commissioners.

1. To the 1st cross interrogatory he saith:

I know nothing in answer to this cross interrogatory.

2. To the 2d cross interrogatory he saith:

It would not, I should think, be prudent.

3. To the 3d cross interrogatory he saith:

It has not come within my observation that salt will always give out brine in common weather. I know that the leakage of salt is very penetrating. I have seen salt sometimes come out perfectly dry, and at other times wet and giving out brine, but whether it was caused in common or uncommon weather I cannot say.

4. To the 4th cross interrogatory he saith:

Not having answered the 3d interrogatory in chief affirmatively, I have consequently nothing to say in reply to this 4th cross interrogatory.

5. To the 5th cross interrogatory he saith:

As I have already stated that the fitness of salt in sacks or coarse salt, as a proper cargo for between decks, would depend upon the nature of the cargo in the lower hold; I would say that where salt would be a proper cargo for between decks, the between decks should be dunnaged.

6. To the 6th cross interrogatory he saith:

In the case proposed, I should attribute the injury either to sea water coming into the vessel on her voyage, or to the salt between decks becoming saturated with water.

7. To the 7th cross interrogatory he saith:

Not having referred it to the generation of steam caused by mere change of temperature, I have nothing to say in reply to this cross interrogatory.

8. To the 8th cross interrogatory he saith:

I know nothing.

F. DIMON.

Taken and subscribed before us, 14th February, 1848.

R. SWARTWOUT, Jr.,
W. H. DE FORREST,
JNO. W. MITCHELL,
Commissioners.

Deposition of Roswell Sprague, a witness produced, sworn, and examined, on the interrogatories and cross interrogatories annexed to the commission hereunto annexed, issued out of the court of admiralty of the district of South Carolina, in a certain cause therein depending, wherein Lambert and Brother and others are libellants, and the ship Martha and owners are respondents, on the 16th February, A. D. 1848, before Robert Swartwout, jr., W. H. De Forrest, and Jno. W. Mitchell, three of the commissioners named in said commission, at New York.

The said witness to the interrogatories and cross interrogatories answers as follows, to wit:

1. To the 1st interrogatory the said witness saith:

I am fifty-eight years of age, and a merchant; I have been acquainted with the business of shipping, insurance, [and] the stowage of vessels, for twenty years last past; and especially of the trade between Liverpool and the United States, for twelve or fifteen years last past.

2. To the 2d interrogatory he saith:

Certainly it is safe, proper, and according to the usage of trade, for

vessels trading between the United States and Liverpool to take a cargo of assorted merchandise in the hold or lower part of a vessel having two decks. I believe it is usual, proper, and good stowage, to fill the space on the between decks with salt in sacks, after the hatches are well caulked and secured. If put in dry and in good condition, such a part of the cargo in the usual and ordinary course of a voyage is not injurious to, nor does it interfere with, the cargo in the lower hold, the lower deck and hatches being well caulked and in good order.

3. To the 3d interrogatory he saith:

I don't know.

4. To the 4th interrogatory he saith:

I don't know; I am not a mariner.

5. To the 5th interrogatory he saith:

It certainly is absolutely essential in the case proposed, and salt in sacks is frequently, but do not know if ordinarily, employed for that purpose.

6. To the 6th interrogatory he saith:

I should think it is perfectly independent.

7. To the 7th interrogatory he saith:

I know of no such rule.

8. To the 8th interrogatory he saith:

I do not.

ROSWELL SPRAGUE.

Taken and subscribed before us, 16th February, 1848.

R. SWARTWOUT, Jr.,
W. H. DE FORREST,
JNO. W. MITCHELL,
Commissioners.

1. To the 1st cross interrogatory he saith:

I have no such knowledge, nor do I know any thing in answer to this cross interrogatory; I have never known a vessel to be so loaded.

2. To the 2d cross interrogatory he saith:

I should not deem it either prudent or proper to stow articles liable to injury from the drip of salt within the drip of the salt, where the seams of the deck are open, and the salt in a condition to drip.

3. To the 3d cross interrogatory he saith:

The leakage of salt is undoubtedly very penetrating; it has been within my observation that salt in sacks, or coarse Liverpool salt, will always give out brine in common weather.

4. To the 4th cross interrogatory:

I cannot answer this cross interrogatory.

5. To the 5th cross interrogatory he saith:

I believe it is usual to lay mats down, whether you call it dunnage or not, for the protection, not of the cargo below, but of the sacks. The cargo in the lower hold would not be protected by dunnage in the between decks.

6. To the 6th cross interrogatory he saith:

I should refer the injury in the case proposed [to] the drippings of the salt, of course; but if I am required by the cross interrogatory to say to what I must attribute the wetting of the salt and the opening of the seams, I cannot answer, as it may have arisen from various causes. The particular cause in the case proposed, I am unable to give without a more particular acquaintance with all the circumstances.

7. To the 7th cross interrogatory he saith:

I can say nothing in answer to this cross interrogatory.

8. To the 8th cross interrogatory he saith:

I know nothing more.

ROSWELL SPRAGUE.

Taken and subscribed before us, 16th February, 1848.

R. SWARTWOUT, Jr.,
W. H. DE FORREST,
JNO. W. MITCHELL,
Commissioners.

Deposition of Charles Minturn, a witness produced, sworn, and examined on the interrogatories and cross interrogatories annexed to the commission, issued out of the court of admiralty, in the district of South Carolina, in a certain cause therein depending, wherein Lambert & Brother and others are libellants, and the ship Martha and owners are respondents, on the seventeenth day of February, one thousand eight hundred and forty-eight, at the city of New York, before Robert Swartwout, junior, William H. D. Forrest, and John W. Mitchell, three of the commissioners named in said commission.

The said witness to the interrogatories and cross interrogatories answers as follows, to wit:

1st interrogatory. To the first interrogatory he saith:

I am thirty-three years of age; occupation a merchant; for the last eight years I have been acquainted with the business of shipping, insurance, the stowage of vessels, and the trade between Liverpool and the United States.

2d interrogatory. To the second interrogatory he saith:

It is safe and proper, and according to the usage of trade, for vessels trading between the United States and Liverpool to take a cargo of assorted merchandise in the hold or lower part of a vessel having two decks; there are two kinds of salt shipped from Liverpool, to wit, stoved and common ground salt; the former in sacks is commonly stowed to fill the space on the between decks, the hatches being well caulked and secured, and is usual, proper, and good stowage; the latter in sacks, also, containing much more moisture, it would not be considered prudent to stow between decks, unless the seams between decks are found to be well caulked and perfectly tight in every respect; this kind of salt is generally stowed in the hold and separately by itself; such a part of the cargo of either kind of salt, if the lower deck and

hatches are well and perfectly caulked and in good order, is not injurious to, nor does it in any way interfere with, the cargo in the lower hold.

3d interrogatory. To the third interrogatory he saith:

I should think it is not a natural occurrence, as in this interrogatory proposed, that hardware, cutlery, and dry goods stowed in the hold, in the usual packages, should be affected.

4th interrogatory. To the fourth interrogatory he saith:

Steam is so generated, but not in a sufficient degree to injure the cargo, as stated in the answer to the third interrogatory.

5th interrogatory. To the fifth interrogatory he saith:

It is not essential; we frequently take steerage passengers in the between decks; we would rather have a light cargo in the between decks, as we think the vessel would be easier and labor less; salt in sacks is not usually or ordinarily employed for the purpose.

6th interrogatory. To the sixth interrogatory he saith:

It is perfectly independent.

7th interrogatory. To the seventh interrogatory he saith:

I know of no rule or usage in any port forbidding it.

8th interrogatory. To the eighth interrogatory he saith:

No, not without improper stowage, as in the case of articles containing moisture, being stowed in the neighborhood of articles mentioned in this interrogatory, or articles of such a character as by coming in contact might damage or injure iron ware; in a storm, for instance, if packages containing acids or other corroding matter should be broken, and their contents come in contact with the iron wares, then damage would occur.

CHARLES MINTURN.

Taken and subscribed before us, this 17th February, 1848.

R. SWARTWOUT, Jr.,
WM. H. D. FORREST,
JNO. W. MITCHELL,
Commissioners.

1st cross interrogatory. To the first cross interrogatory the said witness saith:

I have no knowledge of a vessel taking a full cargo of dry goods and fine cutlery under the lower decks, and salt in sacks in the between decks; but I have known them to have a large proportion of their cargo in the lower hold, composed of cutlery, dry goods, and iron ware, and stoved salt in sacks in the between decks; to the last above portion of my answer to this cross interrogatory, it applies to the New York and Liverpool lines of packet ships, and I have never known, in such a case, any damage to result to the cargo from such stowage of salt.

2d cross interrogatory. To the second cross interrogatory he saith:

No, sir; I would not deem it prudent.

3d cross interrogatory. To the third cross interrogatory he saith:

I answer, yes, to the whole of this cross interrogatory.

4th cross interrogatory. To the fourth cross interrogatory he saith:

I do not see how steam from salt stowed in the between decks could deposit salt in the concrete upon the merchandise in the hold; or how steam from the sea water could deposit salt in the concrete upon the cargo in the hold; I should think that such change of temperature as would generate steam in the hold is not to be expected in a voyage from Liverpool to Charleston, between [the] 21st September and 10th November; steam could not have been thus generated in a dry cargo, unless water in considerable quantities had been admitted into the hold; I should think the traces of water so admitted would have been found on the under part of the boxes and packages.

5th cross interrogatory. To the fifth cross interrogatory:

I do not consider coarse salt a good cargo between decks in the case proposed, unless the precautions mentioned in my answer to one of the direct interrogatories are taken; I should not think it necessary that the between decks should be dunnaged.

6th cross interrogatory. To the sixth interrogatory:

I should refer the injury in the case proposed to the seams of the between decks being improperly caulked, and the moisture of the salt dripping or running through them into the lower hold.

7th cross interrogatory. To the seventh cross interrogatory he saith:

As I have not attributed, and do not attribute, the damage to the generation of steam caused by mere change of temperature, I have nothing to reply to this cross interrogatory.

8th cross interrogatory. To the eighth cross interrogatory he saith:

Nothing, except in case of bad weather; the working of a vessel may cause leaks which, at the time of shipment, it was supposed could not arise; I think it is imprudent and a dangerous practice to put coarse salt in sacks above dry goods and cutlery, even when the seams of the lower deck are apparently well caulked, for the reason named in the first part of this answer to the eighth cross interrogatory, although it is done in some instances; but if, upon examination while loading, the seams between decks are found perfectly well caulked and in every respect tight, I should not consider it a dangerous practice.

CHARLES MINTURN.

Taken and subscribed before us, this 17th February, 1848.

R. SWARTWOUT, Jr.,
WM. H. D. FORREST,
JNO. W. MITCHELL,
Commissioners.

Deposition of Samuel J. Waring, a witness produced, sworn, and examined on the interrogatories and cross interrogatories annexed to the commission, hereto annexed, issued out of the court of admiralty, in the district of South Carolina, in a certain cause therein depending, whorein Lambert & Brother and others are libellants, and the ship

Martha and owners are respondents, on the nineteenth day of February, one thousand eight hundred and forty-eight, before Robert Swartwout, junior, William H. De Forrest, and John W. Mitchell, three of the commissioners named in said commission, at the city of New York.

The said witness to the interrogatories and cross interrogatories answers as follows, to wit:

1st interrogatory. To the first interrogatory the said witness saith:

I am 55 years of age; occupation inspector of Atlantic Mutual Insurance Company of New York; I have been acquainted with the business of shipping, insurance, stowage of vessels, and of the trade between Liverpool and the United States for the last thirty years.

2d interrogatory. To the second interrogatory he saith:

I think it is safe, proper, and according to usage for vessels trading between the United States and Liverpool to take a cargo of assorted merchandise in the hold or lower part of a vessel having two decks; I should think it is not usual or good stowage to fill the whole space on the between decks with salt in sacks; but I do consider it good stowage to fill a part of the space on the between decks with salt in sacks, the hatches being well caulked and secured; if put in dry and in good condition, I should not think such a part of the cargo in the usual and ordinary course of a voyage injurious to, or would interfere with, the cargo in the lower hold.

3d interrogatory. To the third interrogatory he saith:

It frequently happens in voyages from Liverpool to New York that the difference of temperature creates a sweat which often damages cutlery, hardware, and dry goods; as to the effect which might be produced on a voyage as far south as Charleston, I have no experience.

4th interrogatory. To the fourth interrogatory he saith:

I am incapable of comprehending this interrogatory; it is so obscure that it is dangerous to answer it; I cannot get at the intention or meaning of the interrogatory; the difference of temperature, together with the motion of the vessel, is, in my opinion, the cause of the generating of steam or sweat in the hold in all cases.

5th interrogatory. To the fifth interrogatory he saith:

It is necessary, when a vessel has a heavy cargo in the lower hold, that the between decks should have sufficient weight to enable the vessel to navigate safely; and salt in sacks is frequently used for that purpose, and in my opinion very properly.

6th interrogatory. To the sixth interrogatory he saith:

I think in the case proposed it is perfectly independent, and exercises no influence.

7th interrogatory. To the seventh interrogatory:

There is no rule or usage that forbids it.

8th interrogatory. To the eighth interrogatory he saith:

It frequently happens that iron ware is damaged and affected by long voyages, without any apparent defect in the ship, or extra boisterous weather; by iron ware I understand cutlery and fine iron goods.

SAM'L. J. WARING.

Taken and subscribed before us, this 19th February, 1848.

R. SWARTWOUT, Jr.,
WM. H. DE FORREST,
JNO. W. MITCHELL,
Commissioners.

1st cross int'y. To the first cross interrogatory he saith:

I cannot name any special ship or vessel, my mind not having been called to the subject particularly; but I have frequently seen cargoes situated as described in the interrogatory; I have frequently known damage to the cargo under similar circumstances.

2d cross int'y. To the second cross interrogatory he saith:

I know no cause by which salt could be made to drip through the seams of the deck except by bringing it in contact with water, or some other liquids; and if that ever should be the case, I think no additional damage would occur to the dry goods or cutlery by the salt, the decks being properly dunnaged; I know of no other answer which I can give to this cross interrogatory.

3d cross int'y. To the third cross interrogatory he saith:

It has not come within my observation; I say there is no such thing as leakage or dripping from salt, and therefore cannot say any thing about its penetrating qualities.

4th cross int'y. To the fourth cross interrogatory he saith:

I have not examined chemically or particularly the sweat generated in ships' holds, so as to be able to judge whether it would deposit salt or not; I think such a change of temperature as would generate steam or sweat is to be expected in a voyage from Liverpool to Charleston between the dates specified.

I think steam or sweat could have been thus generated in a dry cargo without any large quantities of water being admitted into the hold; I should think the traces of water so admitted would not have been found on the under part of the boxes and packages, unless large quantities of water had been admitted.

5th cross int'y. To the fifth cross interrogatory he saith:

I think the between decks ought to be dunnaged, and my reasons for dunnaging are, to allow any large quantities of water which may be introduced between decks to pass off through the scuppers without allowing the salt to lay immersed in water.

6th cross int'y. To the sixth cross interrogatory he saith:

In the case proposed I should refer the *the* injury to leaks through the upper deck or water introduced into the lower deck by some means.

7th cross int'y. To the seventh cross interrogatory he saith:

Why such an injury does not happen in every voyage from Liverpool to Charleston is because there are [not] always the same changes of temperature, and because ships' holds are not always similarly shut up and secured.

8th cross int'y. To the eighth cross interrogatory he saith:

I know nothing that will go to show that the stowage of salt between

decks, with a cargo of dry goods and cutlery below, is bad or dangerous stowage, and I know nothing in addition that will tend to illustrate or explain the interrogatories.

SAM'L J. WARING.

Taken and acknowledged before us, this 19th February, 1848.

R. SWARTWOUT, Jr.,
W. H. DE FORREST,
JNO. W. MITCHELL,
Commissioners.

Deposition of Edward Hammond, a witness produced, sworn, and examined on the interrogatories and cross interrogatories annexed to the commission, hereunto annexed, issued out of the court of admiralty in the district of South Carolina, in a certain cause therein depending, wherein Lambert & Brothers and others are libellants, and the ship Martha and owners are respondents, on the twenty-second day of February, one thousand eight hundred and forty-eight, at the city of New York, before Robert Swartwout, junior, William H. De Forrest, and John W. Mitchell, three of the commissioners named in said commission.

The said witness to the interrogatories and cross interrogatories answers as follows, to wit:

1st interrogatory. To the first interrogatory the said witness saith:

I am 58 years of age; I have no occupation at present; I have been a ship master from 1810 to 1836, except during the last war, when I served in the United States navy as midshipman. All my lifetime I may say I have been acquainted with the business of shipping, insurance, and the stowage of vessels, and from 1820 with the trade between Liverpool and the United States.

2d interrogatory. To the 2d interrogatory he saith:

For vessels trading between the United States and Liverpool to take a cargo of assorted merchandise in the hold or lower part of a vessel having two decks, I should say that if it be a good ship, and the vessel perfectly tight, I should say it would be safe and proper, and I think according to the usage of trade. There are some vessels which I would not consider safe or proper, as in the case of a leaky vessel, or a vessel which was damp; I should, myself, prefer putting the salt in the lower hold, and the goods in the between decks, not from any fear of damage, but because salt being heavy, would be better for the ease of the ship. It would, however, depend entirely upon the ship itself and the kind of goods, and many other incidental circumstances. The hatches being well caulked and secured, I should say it is usual, proper, and good stowage to fill the space on the between decks with salt in sacks, with the understanding always that there is sufficient heft in the hold to keep the ship stiff; such a part of the cargo, in the usual and ordinary course of a voyage, I should say is not in the least injurious to, or would interfere in any way with, the cargo in the lower hold, the lower deck being well caulked and in good order.

3d interrogatory. To the third interrogatory he saith:

It is a natural occurrence, and is sufficient to affect hardware, cutlery, and dry goods stowed in the hold in the case proposed.

4th interrogatory. To the fourth interrogatory he saith:

I should say, yes, to this interrogatory. The circumstance of her being leaky and going into a warm climate would generate steam, which probably would not be the case in cold weather.

5th interrogatory. To the fifth interrogatory he saith:

I should answer the whole of this interrogatory affirmatively.

6th interrogatory. To the sixth interrogatory he saith:

I should say, certainly; that is perfectly independent and exercising no influence on its condition.

7th interrogatory. To the seventh interrogatory he saith:

I have never heard of any rule or usage any where forbidding it.

8th interrogatory. To the eighth interrogatory he saith:

Nothing more than that, I suppose, that iron ware, from a long and tempestuous passage, might be affected from dampness or salt steam from the sea water which may have got into the hold.

ED. HAMMOND.

Taken and subscribed before us, this 22d February, 1848.

R. SWARTWOUT, Jr.,
WM. H. DE FORREST,
JNO. W. MITCHELL,
Commissioners.

1st cross interrogatory. To the first cross interrogatory he saith:

I have taken a part of a cargo of dry goods, hardware, &c., in the lower hold of the ship Saracen, commanded by myself, in a voyage from Liverpool to New Orleans, and had taken salt in the between decks, several hundred sacks; no damage arose to the cargo in that case. The reason why I took but a part of a cargo in that voyage is, that we reserve our ballast, because it is in New Orleans an expensive article, and the dry goods are put below and the salt in the between decks to counterbalance the heft of ballast and goods in the lower hold.

2d cross interrogatory. To the second cross interrogatory he saith:

If the ship leaked, I should not deem it prudent, but in a seaworthy vessel I should consider it not imprudent; I should not think it prudent to put those things within the drip of the salt, where there was a drip; I should not consider it prudent to put salt over dry goods on a temporary deck, or where the seams of the deck were not supposed to be tight. In some ships there is no deck laid except temporary, that is, loose planks upon the beams. In such case I would not deem it prudent to place salt over any article subject to damage.

3d cross interrogatory. To the third cross interrogatory he saith:

It will not give out brine in common weather, but it will in damp weather; salt is very penetrating.

4th cross interrogatory. To the fourth cross interrogatory he saith:

I should not think that steam thus generated would deposit salt in

the concrete upon the merchandise in the hold. If the vessel was leaky, I should think such change of temperature as would generate steam in the hold is to be expected in a voyage from Liverpool to Charleston between 21st September and 10th November; I should think that if no water had been admitted into the hold there would have been no steam generated in a dry cargo. Traces of water so admitted would not have been found on the under part of the boxes and packages if the goods were properly dunnaged. It is true a ship might leak so badly as to cause the goods to be damaged, whether damaged or not.

5th cross interrogatory. To the 5th cross interrogatory he saith:

I should not say that it would be necessary to dunnage the salt for the safety of the goods in the lower hold, and I should hardly think it would be necessary to dunnage salt at all between decks for its own safety. It would not benefit the goods in the lower hold to dunnage the salt between decks, if the deck was tight; in fact I do not think it would be necessary under any circumstances.

6th cross interrogatory. To the sixth cross interrogatory he saith:

I should refer the injury, in the case proposed, to the leaking of the vessel in her upper works, and that water had found its way through the deck. The water might have, or might not have, come in contact with the salt; the goods would in either case be found to be damaged by rust and salt. Sea water would produce the same appearance as the dripping through the salt would produce.

7th cross interrogatory. To the seventh cross interrogatory he saith:

I have never referred the damage to the generation of steam caused by mere change of temperature, unaccompanied by leakage, and I, therefore, have nothing to say in answer to this cross interrogatory.

8th cross interrogatory. To the eighth cross interrogatory he saith:

I know nothing.

ED. HAMMOND.

Taken and subscribed before us, this 22d February, 1848.

R. SWARTWOUT, Jr.,
WM. H. DE FORREST,
JNO. W. MITCHELL,
Commissioners.

Deposition of Thomas Dunham, a witness produced, sworn, and examined on the interrogatories and cross interrogatories annexed to the commission hereunto annexed, issued out of the court of admiralty in the district of South Carolina, in a certain cause therein depending, wherein Lambert and Brothers and others are libellants, and the ship Martha and owners are respondents, on the twenty-third day of February, one thousand eight hundred and forty-eight, before Robert Swartwout, William H. De Forrest, and John W. Mitchell, three of the commissioners named in said commission, at the city of New York.

The said witness to the interrogatories and cross interrogatories answers as follows, to wit:

1st interrogatory. To the first interrogatory he saith:

I am 41 years of age and shipping merchant, and have been a seaman and mate from 1819 to 1826; from 1826 master until about 1837; and since 1837 have been a shipping merchant and ship broker, in the city of New York. I am at present agent for the Charleston commercial line of packets and Savannah old established line; we also have a line of packets from New York to Glasgow; I have been acquainted with the business of shipping and stowage of vessels since I was thirteen years of age; with insurance 15 years; and with the trade between Liverpool and the United States especially for the last 5 years, and generally all my lifetime.

2d interrogatory. To the second interrogatory he saith:

I answer in the affirmative to the whole of this interrogatory, except as to the 3d or last clause thereof, to which I say that such a part of the cargo is not injurious and does not interfere with the cargo in the lower hold, in usual and ordinary voyages.

3d interrogatory. To the third interrogatory he saith:

I cannot say.

4th interrogatory. To the fourth interrogatory he saith.

I cannot say.

5th interrogatory. To the fifth interrogatory he saith:

Yes, decidedly, to the first part of this interrogatory; and to the second part, I consider salt in sacks a suitable article for that purpose, when the between decks are fitted as before described.

6th interrogatory. To the sixth interrogatory he saith:

I think it is.

7th interrogatory. To the seventh interrogatory he saith:

I know of none.

8th interrogatory. To the eighth interrogatory he saith:

To the 3d and 4th interrogatories my answer was, "I cannot say;" I now state that I could easily conceive that the vessel might have blown water up through her ceiling, and even through her air streak, during the different times of bad weather on the voyage, that would have caused sufficient dampness, and thereby a steam in the hold, to injure iron ware, cutlery, &c., without any defect in the ship. Any experienced mariner that may be a witness in this case will be able to explain this.

THOS. DUNHAM.

Taken and subscribed before us, this 23d February, 1848.

R. SWARTWOUT, Jr.,
WM. H. DE FORREST,
JNO. W. MITCHELL,
Commissioners.

1st cross interrogatory. To the first cross interrogatory the said witness saith:

I do not now remember having seen salt stowed in the between decks of any particular vessel; I never did know of any such case of damage to the cargo.

2d cross interrogatory. To the second cross interrogatory he saith:

If the between decks, hatches, &c., were properly caulked, as before described in the direct interrogatories, I should place the heavy cargo between decks where I thought it would make the ship easiest at sea, without regard to the cargo in the lower hold, whether it be salt or any other heavy cargo.

3d cross interrogatory. To the third cross interrogatory he saith:

I have known instances where a few bags have been stained by moisture, and I have known more instances where they have not. If the salt is properly stowed, I should think it would not give out brine in common weather. I can say nothing more in answer to this cross interrogatory.

4th cross interrogatory. To the fourth cross interrogatory he saith:

I cannot say as to the first part of this cross interrogatory; as to the last part, it is answered in my answer to the last direct interrogatory, and I cannot answer any further this cross interrogatory.

5th cross interrogatory. To the fifth cross interrogatory he saith:

For the sake of the salt it should be dunnaged. For the sake of the cargo in the lower hold, the hatches, lower deck, &c., being properly caulked, it seems to me of no consequence.

6th cross interrogatory. To the sixth cross interrogatory he saith:

If I saw the brine leaking on to the hardware and the hardware damaged with salt and rust, I should be very apt to think the salt had something to do with the damage.

7th cross interrogatory. To the seventh cross interrogatory he saith:

Not having referred the damage in this case proposed to generation of steam caused by mere change of temperature, I have nothing to say in answer to this cross interrogatory.

8th cross interrogatory. To the eighth cross interrogatory he saith:

I know nothing.

THOMAS DUNHAM.

Taken and subscribed before us, this 23d February, 1848.

R. SWARTWOUT, Jr.,
WM. H. DE FORREST,
JOHN W. MITCHELL,
Commissioners.

Deposition of Franklin H. Delano, a witness produced, sworn, and examined on the interrogatories and cross interrogatories annexed to the commission issued out of the court of admiralty, in the district of South Carolina, in a certain cause therein depending, wherein Lambert & Brother and others are libellants, and the ship Martha and owners are respondents, on the twenty-third day of February, one thousand eight hundred and forty-eight, at New York, before Robert Swartwout, jr., Wm. H. De Forrest, and John W. Mitchell, three of the commissioners named in said commission.

The said witness to the interrogatories and cross interrogatories answers as follows, to wit:

1st interrogatory. To the first interrogatory the said witness saith:

34 years old, and merchant; I have been acquainted with the business of shipping, insurance, the stowage of vessels, and especially of the trade between Liverpool and the United States, for 15 years last past; that is, I commenced at that time as a clerk.

2d interrogatory. To the second interrogatory he saith:

If put in dry and in good condition, such a part of the cargo, in the usual and ordinary course of a voyage, is not injurious to, and does not, in any way, interfere with the cargo in the lower hold, supposing the lower deck and hatches to be well caulked and in good order. To all of the rest of this interrogatory I answer in the affirmative.

3d interrogatory. To the third interrogatory he saith:

It is a common occurrence, I cannot call it a natural occurrence, that goods are damaged from steam in the hold in the case of vessels making water, but whether from difference of temperature or not, I cannot say; I believe it, however, to arise from that cause. I cannot answer this interrogatory further.

4th interrogatory. To the fourth interrogatory he saith:

I do not understand this interrogatory, and cannot reply to it.

5th interrogatory. To the fifth interrogatory he saith:

It is unquestionably essential, and salt in sacks is usually and ordinarily employed for that purpose.

6th interrogatory. To the sixth interrogatory he saith:

I answer this interrogatory in the affirmative.

7th interrogatory. To the seventh interrogatory he saith:

There is no such rule or usage, that I am aware of.

8th interrogatory. To the eighth interrogatory he saith:

The dampness arising from the hold of a vessel is always liable to effect iron ware, and the longer it is exposed to that dampness the more likely it is to become damaged.

F. H. DELANO,

Taken and subscribed before us, this 23d day of February. 1848.

R. SWARTWOUT, Jr.,
W. H. DE FORREST,
JNO. W. MITCHELL,
Commissioners.

1st cross interrogatory. To the first cross interrogatory he saith:

I have known many of the vessels employed by the firm of Grinnel, Martineau & Co., between Liverpool and New York, to be so loaded, and I have never known of any damage to the cargo from the salt; I do not distinctly remember the names of the particular ships.

2d cross interrogatory. To the second cross interrogatory he saith:

I have never known an instance of dripping from salt, and we always stow the cargo in the between decks irrespective of the cargo in the lower hold.

3d cross interrogatory. To the third cross interrogatory he saith:

I say no to this cross interrogatory; and that I do not consider that leakage of salt is any more penetrating than water.

4th cross interrogatory. To the fourth cross interrogatory he saith:

I should say that the steam thus generated would deposit salt in the concrete upon the iron in the hold; whether such change of temperature as would generate steam in the hold is to be expected in a voyage as proposed will depend entirely upon the particular change of temperature the vessel may undergo; I cannot say what is to be expected in a voyage from Liverpool to Charleston; steam may be generated by the admission of a small quantity of water, and it does not follow that steam thus generated would show itself on the under part of the boxes and packages.

5th cross interrogatory. To the fifth cross interrogatory he saith:

In stowage of salt we always put in necessary dunnage as the case may require.

6th cross interrogatory. To the sixth cross interrogatory he saith:

I should refer the injury to the leaks from the ship's upper deck or sides, which water coming in contact with the salt caused its dissolution.

7th cross interrogatory. To the seventh cross interrogatory he saith:

I have no answer to make to this cross interrogatory, not having referred the damage to the generation of steam caused by the mere change of temperature.

8th cross interrogatory. To the eighth cross interrogatory he saith:

I do not consider it contrary to rule or a dangerous practice in the proposed.

F. H. DELANO.

Taken and subscribed before us, this 23d February, 1848.

R. SWARTWOUT, Jr.,
W. H. DE FORREST,
JNO. W. MITCHELL,
Commissioners.

Deposition of Albert Woodhull, a witness produced, sworn, and examined on the interrogatories and cross interrogatories annexed to the commission hereunto annexed, issued out of the court of admiralty in the district of South Carolina, in a certain cause therein depending, wherein Lambert & Brother and others are libellants, and the ship Martha and owners are respondents, on the twenty-third day of February, one thousand eight hundred and forty-eight, at New York, before Robert Swartwout, William H. De Forrest, and John W. Mitchell, three of the commissioners named in the said commission; the said witness, to the interrogatories, cross interrogatories, answers as follows, to wit:

1st interrogatory. To the first interrogatory he answers:

I am 49 years of age, and a merchant; I have been acquainted with the business of shipping and insurance for 29 years, with the stowage of vessels since 1820, and especially of the trade with Liverpool for 15 years.

2d interrogatory. To the second interrogatory he saith:

If the same is put in dry and in good condition, such a part of the cargo, in the usual and ordinary course of a voyage, is not injurious to, and does not interfere with, the cargo in the lower hold; to the rest of this interrogatory I answer affirmatively.

3d interrogatory. To the third interrogatory he saith:

I should not think it would be a usual occurrence in the case proposed, or that it would affect cutlery, hardware, or dry goods, stowed in the hold; although damage might occur in continued bad weather, and the vessel leaking badly.

4th interrogatory. To the fourth interrogatory he saith:

I should think it is.

5th interrogatory. To the fifth interrogatory he saith:

It is essential, and salt in sacks is usually employed for that purpose.

6th interrogatory. To the sixth interrogatory he saith:

It is independent, and exercises no influence.

7th interrogatory. To the seventh interrogatory he saith:

There is no rule or usage that forbids it that I know of.

8th interrogatory. To the eighth interrogatory he saith:

I know nothing.

A. WOODHULL.

Taken and subscribed before us, this 23d February, 1848.

R. SWARTWOUT, Jr.,
WM. H. DE FORREST,
JNO. W. MITCHELL,
Commissioners.

1st cross interrogatory. To the first cross interrogatory he saith:

I cannot name the particular packets, though I have personal knowledge of ships taking a full cargo of dry goods and fine cutlery under the lower deck, and salt in sacks in the between decks; we have four ships in our line between this and Liverpool, and in almost every voyage, they carry such a cargo and so stowed, sometimes with salt in sacks both below and above as circumstances may require; I do not recollect in any such case of any damage to the cargo.

2d cross interrogatory. To the second cross interrogatory he saith:

We stow cargo below without any reference to salt above, as regards damage.

3d cross interrogatory. To the third cross interrogatory he saith:

It has never come within my observation.

4th cross interrogatory. To the fourth cross interrogatory he saith:

I should not think that steam thus generated would deposit salt in the concrete upon the merchandise in the hold sufficient for damage; I should think such a change of temperature as would generate steam in the hold is not to be expected in a voyage from Liverpool to Charleston, between 21st September and 10th November, in any quantity to damage even in dry cargoes; there might be a dampness, but not of any consequence; little or no steam could have been thus generated in

a dry cargo, unless water in considerable quantities had been admitted into the hold. I should think that traces of water so admitted would not be found on the under part, but on the upper part, of the boxes and packages; unless that part of the cargo lying next to the sides of the ship, or the bottom of the ship; then the traces would be found on the sides and bottom of the boxes and packages. The dampness arising from this steam will always attach itself to whatever there is room for it to fall on to.

5th cross interrogatory. To the fifth cross interrogatory he saith:

In all cases the decks should be dunnaged.

6th cross interrogatory. To the sixth cross interrogatory he saith:

There can be but one inference, that the injury must have arisen from the salt having been wet; I never knew salt to drip without having been first wet, if properly dunnaged.

7th cross interrogatory. To the seventh cross interrogatory he saith:

I do not think that steam is generated by mere change of temperature, and therefore I have nothing to say in answer to this cross interrogatory.

8th cross interrogatory. To the eighth cross interrogatory he saith:

I know nothing; I do not consider it contrary to rule or a dangerous practice.

A. WOODHULL.

Taken and subscribed before us, this 23d February, 1848.

R. SWARTWOUT, Jr.,
WM. H. DE FORREST,
JOHN. W. MITCHELL,
Commissioners.

Deposition of Henry Grinnell, a witness produced, sworn, and examined, on the interrogatories and cross interrogatories annexed to the commission hereunto annexed, issued out of the court of admiralty in the district of South Carolina, in a certain cause therein depending, wherein Lambert & Brothers and others are libellants, and the ship Martha and owners are respondents, on the twenty-third day of February, one thousand eight hundred and forty-eight, at New York, before Robert Swartwout, jr., William H. De Forrest, and John W. Mitchell, three of the commissioners named in said commission.

The said witness to the interrogatories and cross interrogatories answers as follows, to wit:

1st interrogatory. To the first interrogatory he saith:

I am 48 years of age, and a merchant; and have been acquainted with the several businesses mentioned in this interrogatory for 20 years past and upwards.

2d interrogatory. To the second interrogatory he saith:

If put in dry and in good condition, such a part of the cargo in the usual and ordinary course of a voyage is not injurious to, and does not in any way interfere with, the cargo in the lower hold, supposing the lower deck and hatches to be well caulked and in good order. To the residue of this interrogatory I answer affirmatively.

3d interrogatory. To the third interrogatory he saith:

It is not a natural occurrence, but it is such an occurrence that might occur in the winter season in a vessel going from a cold to a mild latitude, or from a mild to a cold latitude. The difference of temperature, in the case of a vessel in the condition mentioned in this interrogatory, would of itself create not a steam, but a species of frost or moisture, in the upper part of the between decks, which might affect, but not to any great extent, hardware, cutlery, and dry goods, stowed in the between decks, but could not affect them in the lower hold.

4th interrogatory. To the fourth interrogatory he saith:

I do not know any thing about steam being generated in any case; I presume moisture is intended. I would say, that moisture being generated in the lower hold, would depend upon the nature of the cargo, and not upon the state of the weather or a change of temperature.

5th interrogatory. To the fifth interrogatory he saith:

Salt in sacks is not usually and ordinarily employed for that purpose; any heavy article, which might be found most convenient, would be used for that purpose, whatever it happen to be, salt or any other; to the other part of this interrogatory I answer, that it is absolutely essential.

6th interrogatory. To the sixth interrogatory he saith:

I should say it is independent, and has no influence in the case proposed.

7th interrogatory. To the seventh interrogatory he saith:

I know of no rule or usage to forbid it.

8th interrogatory. To the eighth interrogatory he saith:

Why, I should say, that if the ship had chalk or any other article which contained a great deal of moisture, it might affect iron ware without defect in the ship.

HENRY GRINNEL.

Taken and subscribed before us, this 23d February, 1848.

R. SWARTWOUT, Jr.,
W. H. DE FORREST,
J. M. MITCHELL,
Commissioners.

1st cross interrogatory. To the first cross interrogatory the said witness saith:

I do not know of any such vessel so stowed; I know of vessels taking a full cargo of dry goods, and fine cutlery under the lower decks, and the same kind of cargo with salt in sacks in the between decks; I can therefore make no further answer to this cross interrogatory.

2d cross interrogatory. To the second cross interrogatory he saith:

Yes, I should stow a vessel in such manner; I never should think of providing against the dripping of salt in sacks exposed to leakage from any part of the vessel; we always presume that the ship is in perfect condition, well caulked &c.,

3d cross interrogatory. To the third cross interrogatory he says:

I know nothing about coarse Liverpool salt; but fine salt we import in large quantities, and I have never known it to give out brine in any weather; I have never known of any leakage of salt, and know nothing therefore of its penetrating qualities.

4th cross interrogatory. To the fourth cross interrogatory he saith:

I should say that the moisture thus generated would not deposit salt in the concrete upon the merchandise in the hold; as I have said before, I do not think that such a change of temperature would generate steam in the lower hold, but such a change of temperature as would generate moisture in the between decks is not to be expected in the voyage designated, but it may occur; I do not think a dry cargo would generate moisture or steam in any case, unless water should come in contact with the cargo, and that would depend upon the nature of the cargo; whether traces of the water so admitted would be found on the under or upper parts of the boxes and packages would depend upon whether the water was admitted from above or below.

5th cross interrogatory. To the fifth cross interrogatory he saith:

The between decks should certainly be dunnaged, particularly where there is salt between decks; I deem fine sack salt, and (from my little knowledge of coarse salt,) I deem coarse salt a proper cargo for between decks, in the case even where there are things liable to be corroded by salt below deck.

6th cross interrogatory. To the sixth cross interrogatory he saith:

I should say that the injury in such case arose from the seams of the lower deck being open. Those seams may have been not properly caulked at the time of stowing, or may have been opened by stress of weather on the voyage.

7th cross interrogatory. To the seventh cross interrogatory he saith:

I do not know any thing about any voyage from Liverpool to Charleston, or of the effect of a change of temperature in such voyage.

8th cross interrogatory. To the eighth cross interrogatory he saith.

I think salt may be stowed between decks, whether the lower hold be caulked or not; I consider it good stowage, and not contrary to rule or a dangerous practice. We stow salt in any part of the ship. I know nothing further.

HENRY GRINNELL.

Taken and subscribed before us, this 23d February, 1848.

R. SWARTWOUT, Jr.,
WM. H. DE FORREST,
JOHN W. MITCHELL,
Commissioners.

Deposition of Robert B. Minturn, a witness produced, sworn, and examined on the interrogatories and cross interrogatories annexed to the commission hereunto annexed, issued out of the court of admiralty, in the district of South Carolina, in a certain cause therein depending, wherein Lambert and Brothers and others are libellants, and the

ship Martha and owners are respondents, on the twenty-third day of February, one thousand eight hundred and forty-eight, before Robert Swartwout, junior, William H. De Forrest, and John W. Mitchell, three of the commissioners named in said commission, at the city of New York.

The said witness to the interrogatories and cross interrogatories answers as follows, to wit:

1st interrogatory. To the first interrogatory the said witness saith:

I am 42 years of age and a merchant. I have been for upwards of twenty years acquainted with the business of shipping, insurance, and the trade between Liverpool and the United States; I am not acquainted or familiar with the stowage of vessels.

2d interrogatory. To the second interrogatory he saith:

My department in business does not require me to attend to the loading and discharging of ships, and I am therefore unable to answer this interrogatory.

3d interrogatory. To the third interrogatory he saith:

I make the same reply to this interrogatory, namely, that I am unable to answer it.

4th interrogatory. To the fourth interrogatory he saith:

I do not know.

5th interrogatory. To the fifth interrogatory he saith:

I do not know.

6th interrogatory. To the sixth interrogatory he saith:

I do not know.

7th interrogatory. To the seventh interrogatory he saith:

I do not know.

8th interrogatory. To the eighth interrogatory he saith:

I do not know.

ROB'T B. MINTURN.

Taken and subscribed before us, this 23d February, 1848.

R. SWARTWOUT, Jr.,
WM. H. DE FORREST,
JOHN W. MITCHELL,
Commissioners.

1st cross interrogatory. To the first cross interrogatory he saith:

I would reply that I give no personal attention to ships and their cargoes, that not belonging to my department of the business of the firm with which I am connected; I am, therefore, unable to answer this cross interrogatory.

2d cross interrogatory. To the second cross interrogatory he saith:

I would make the same reply as in my answer to the first cross interrogatory.

3d cross interrogatory. To the third cross interrogatory he saith:

The same reply as to the first.

4th cross interrogatory. To the fourth cross interrogatory he saith:

I have nothing to reply to this interrogatory for the same reason as to the first.

5th cross interrogatory. To the fifth cross interrogatory he saith: I am unable to answer, for the same reason before given.

6th cross interrogatory. To the sixth cross interrogatory he saith: I am unable to answer.

7th cross interrogatory. To the seventh cross interrogatory he saith: Not having any knowledge on this subject I am not able to answer.

8th cross interrogatory. To the eighth cross interrogatory he saith: I know nothing.

ROBERT B. MINTURN.

Taken and subscribed before us, this 23d February, 1848.

R. SWARTWOUT, Jr.,
WM. H. DE FORREST,
JOHN W. MITCHELL,
Commissioners.

Deposition of John A. Robinson, a witness produced, sworn, and examined on the interrogatories and cross interrogatories annexed to the commission, hereunto annexed, issued out of the court of admiralty, in the district of South Carolina, in a certain cause therein depending, wherein Lambert & Brothers and others are libellants, and the ship Martha and owners are respondents, on the twenty-fourth day of February, one thousand eight hundred and forty-eight, before Robert Swartwout, junior, William H. De Forrest, and John W. Mitchell, three of the commissioners named in said commission, at the city of New York.

The said witness to the interrogatories and cross interrogatories answers as follows, to wit:

1st interrogatory. To the first interrogatory the said witness saith:

44 years of age, and merchant; I have been acquainted with the business of shipping and insurance for 15 years last past; for the last five years have had more practical knowledge of the stowage of vessels and of the trade between Liverpool and the United States.

2d interrogatory. To the second interrogatory he saith:

It is safe, and according to usage, to take a cargo of assorted merchandise in the hold or lower part of a vessel having two decks; it is not proper and good stowage to fill the space in the between decks with salt in sacks, on account of its making the ship too crank; I have never known of a ship being filled in the between decks entirely with salt; I have known them to be partly filled with salt, and in that case I should say it would be good stowage; it is for the safety of the vessel only when I say she should only be partly filled in the between decks with salt in sacks. If put in dry and in good condition, such a part of the cargo, in the usual and ordinary course of a voyage, is not injurious to, and does not interfere in any way with, the cargo in the lower hold, supposing the lower deck and hatches to be well caulked and in good order.

3d interrogatory. To the third interrogatory he saith:

I am unable to answer this interrogatory.

4th interrogatory. To the fourth interrogatory he saith:

I do not know.

5th interrogatory. To the fifth interrogatory he saith:

It is essential, and salt is usually and ordinarily employed for that purpose to this port. I do not know how it is in southern ports.

6th interrogatory. To the sixth interrogatory he saith:

I should think it was.

7th interrogatory. To the seventh interrogatory he saith:

There is no rule or usage, to my knowledge, in New York or New Orleans forbidding it. I have no knowledge as to any other place.

8th interrogatory. To the eighth interrogatory he saith:

I do not.

JOHN A. ROBINSON.

Taken and subscribed before us, this 24th February, 1848.

R. SWARTWOUT, Jr.,
WM. H. DE FORREST,
JOHN W. MITCHELL,
Commissioners.

1st cross interrogatory. To the first cross interrogatory he saith:

We have several times had the ship Rappahannock taking at Liverpool a full cargo of dry goods and hardware, &c., under the lower decks, and a sufficient quantity of salt in sacks in the between decks to make the ship easy, for New York, and I have never known in such a case of any damage to the cargo.

2d cross interrogatory. To the second cross interrogatory he saith:

If the ship was properly caulked and tight at the time of stowing cargo, I should deem it prudent; but if not properly caulked and tight, I should say it would be imprudent.

3d cross interrogatory. To the third cross interrogatory he saith:

It has not come within my observation, and I have no knowledge of the penetrating qualities of salt.

4th cross interrogatory. To the fourth cross interrogatory he saith:

I am unable to answer any part of this interrogatory.

5th cross interrogatory. To the fifth cross interrogatory he saith:

It is customary always to dunnage; we always do it; it is necessary for the safety of the salt.

6th cross interrogatory. To the sixth cross interrogatory he saith:

I should infer that the between decks had not been properly caulked; I do not know what effect a southern latitude would produce on salt; if the hardware and dry goods should be found in the case proposed to be damaged by rust and and salt, I should infer that water had been introduced in the between decks from some cause, but how or in what manner introduced, I can form no opinion without personal observation.

7th. To the seventh cross interrogatory he saith:

I know nothing in answer to this cross interrogatory.

8th cross interrogatory. To the eighth cross interrogatory he saith: I do not.

JOHN A. ROBINSON.

Taken and subscribed before us, this 24th February, 1848.

R. SWARTWOUT, Jr.,
WM. H. DE FORREST,
JOHN W. MITCHELL,
Commissioners.

Deposition of Moses H. Grinnell, a witness produced, sworn, and examined on the interrogatories and cross interrogatories annexed to the commission, hereunto annexed, issued out of the court of admiralty, in the district of South Carolina, in a certain cause therein depending, wherein Lambert & Brother and others are libellants, and the ship Martha and owners are respondents, on the twenty-fourth day of February, one thousand eight hundred and forty-eight, at the city of New York, before William H. De Forrest, Robert Swartwout, jr., and John W. Mitchell, three of the commissioners named in said commission.

The said witness to the interrogatories and cross interrogatories answers as follows, to wit:

1st interrogatory. To the first interrogatory he saith:

Forty-four years of age; a merchant; I have for twenty years and upwards been acquainted with the business of shipping, insurance, the stowage of vessels, and of the trade between Liverpool and New York.

2d interrogatory. To the second interrogatory he saith:

Such a part of the cargo in the usual and ordinary course of a voyage is not injurious to, and does not in any way interfere with, the cargo in the lower hold, supposing the lower deck and hatches to be well caulked and in good order; I answer affirmatively to the residue of this interrogatory.

3d interrogatory. To the third interrogatory he saith:

It is not an unusual occurrence that the difference of temperature in the case proposed should produce a degree of dampness or moisture in the hold of a vessel, but not sufficient to affect hardware, cutlery, and dry goods stowed in the hold, provided the goods are sufficiently packed in good and strong packages.

4th interrogatory. To the fourth interrogatory he saith:

Where a vessel makes much water there must be more or less steam; I should say dampness, not steam, throughout the whole vessel.

5th interrogatory. To the fifth interrogatory he saith:

It is absolutely essential; and salt in sacks is usually and ordinarily employed for that purpose.

6th interrogatory. To the sixth interrogatory he saith:

It certainly, in the case proposed, is perfectly independent and exercises no influence on its condition.

7th interrogatory. To the seventh interrogatory he saith:

There is no such rule or usage any where to my knowledge.

8th interrogatory. To the eighth interrogatory he saith:
I do not know of any thing.

M. H. GRINNELL.

Taken and subscribed before us, this 24th February, 1848.

R. SWARTWOUT, Jr.,
WM. H. DE FORREST,
JOHN W. MITCHELL,
Commissioners.

1st cross interrogatory. To the first cross interrogatory he saith:
Yes, I have personal knowledge of ships taking a full cargo of dry goods, fine cutlery, iron, and coal for dunnaged, and other description of dry merchandise under the lower decks, and salt in sacks in the between decks; I'll name "the Ashburton," now discharging a similar cargo; the Patrick Henry," "Henry Clay," and "the New World;" these ships were from Liverpool to New York; I have never known of any damage arising from salt being thus stowed to the other cargo; it is not an unusual thing to place salt in sacks in the lower hold with such cargo as above described.

2d cross interrogatory. To the second cross interrogatory he saith:
The seams of the lower deck ought not to leak at all, except brought about by extreme stress of water; salt never drips except when brought into contact with water; I mean sack salt; it is proper stowage to put sack salt any where in the between decks, for the reason that if sufficient water got into the between decks to cause the salt to drip, the same quantity of water, if the seams were open from any cause, would do equal injury to the goods below, and whether salt was in the between decks or not.

3d cross interrogatory. To the third cross interrogatory he saith:
I have never known fine sack salt to give out brine in any weather; I have no knowledge of coarse Liverpool salt; I should think that the leakage of salt is penetrating, but I have no particular knowledge of the subject.

4th cross interrogatory. To the fourth cross interrogatory he saith:
I do not think there could be enough of steam, or rather dampness, thus generated as could produce salt or deposit salt in the concrete upon the merchandise in the hold; I should think that such change of temperature as would produce sufficient dampness to deposit salt, is not to be expected in a voyage from Liverpool to Charleston between 21st of September and 10th of November, or at any time; I do not think steam could have been generated in a dry cargo, even with the admission of considerable quantities of water, sufficient to deposit salt in the concrete; whether the traces of water so admitted would have been found on the under part of the boxes and packages, would depend on the quantity of water admitted and the height of the dunnage.

5th cross interrogatory. To the fifth cross interrogatory he saith:
The between decks should always be dunnaged to protect the cargo in the between decks irrespective of the cargo below; the between decks are

dunnaged to protect the cargo in the between decks from water, which might from any cause be admitted thereinto.

6th cross interrogatory. To the sixth cross interrogatory he saith:

I should, in the case proposed, attribute the injury to the admission of sea water into the between decks from some cause or other, and that the seams of the lower deck were not properly caulked, and that the water had passed through them to the merchandise below; the seams of the lower deck may however have been opened by laboring of the ship on her passage.

7th cross interrogatory. To the seventh cross interrogatory he saith:

Not having referred the damage in such to the generation of steam or moisture from mere change of temperature, I have no answer to make to this cross interrogatory.

8th cross interrogatory: To the eighth cross interrogatory he says:

I do not.

M. H. GRINNELL.

Taken and subscribed before us, this 24th day of February, 1848.

R. SWARTWOUT, Jr.,
WM. H. DE FORREST,
JOHN W. MITCHELL,
Commissioners.

Deposition of Richard H. Tittle, a witness produced, sworn, and examined on the interrogatories and cross interrogatories annexed to the commission, hereunto annexed, issued out of the court of admiralty, in the district of South Carolina, in a certain cause therein depending, wherein Lambert & Brothers and others are libellants, and the ship Martha and owners are respondents, on the twenty-fourth day of February, one thousand eight hundred and forty-eight, at the city of New York, before Robert Swartwout, jr., William H. De Forrest, and John W. Mitchell, three of the commissioners named in said commission.

The said witness to the interrogatories and cross interrogatories answered as follows, to wit:

1st interrogatory. To the first interrogatory he saith:

Fifty-three years old, and ship master; I have been acquainted with the business of shipping, insurance, the stowage of vessels, and of the trade between Liverpool and the United States, for twenty-four years and upwards.

2d interrogatory. To the second interrogatory he saith:

It is safe, proper, and according to the usage of trade, for vessels trading between the United States and Liverpool to take a cargo of assorted merchandise in the hold or lower part of a vessel having two decks; and the hatches being well caulked and secured, it is usual, proper, and good stowage to fill the space on the between decks with salt in sacks; and if put in dry and in good condition, such a part of the cargo in the usual and ordinary course of a voyage is not injurious to, and does not in any way interfere with, the cargo in the lower hold, supposing the lower deck and hatches to be well caulked and in good order.

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3d interrogatory. To the third interrogatory he saith:

It is a natural occurrence, and sufficient to affect hardware, cutlery, and dry goods stowed in the hold, even if the vessel did not leak at all.

4th interrogatory. To the fourth interrogatory he saith:

Yes, sir.

5th interrogatory. To the fifth interrogatory he saith:

Yes, and salt in sacks is usually and ordinarily employed for that purpose, when there is nothing else to be got.

6th interrogatory. To the sixth interrogatory he saith:

I answer yes to the whole of this interrogatory.

7th interrogatory. To the seventh interrogatory he saith:

There is no such rule or usage forbidding it; we do not, however, mix salt in sacks with goods, but stow them separately, though they may both be on the same deck.

8th interrogatory. To the eighth interrogatory he saith:

Steam or sweat will always be generated in the lower hold of a ship from salt air, more or less, sufficient to affect iron ware, without any defect in the ship; I know of nothing further; vessels whose timbers are salted are more subject to this sweat or steam.

R. H. TITTLE.

Taken and subscribed before us, this 24th day of February, 1848.

R. SWARTWOUT, Jr.,
WM. H. DE FORREST,
JOHN W. MITCHELL,
Commissioners.

1st cross interrogatory. To the first cross interrogatory he saith:

I know of many of our packet ships, but cannot name them particularly, nor their voyages, except that their voyages were from Liverpool to New York; I have known of damage in such a case to the cargo, but not produced by the salt; I never saw a cargo damaged by the salt.

2d cross interrogatory. To the 2d cross interrogatory he saith:

What would cause damage to the goods below, with the salt in the between decks, would cause damage if no salt was there; I would stow the goods in the lower hold without any reference to the salt in the between decks; dry salt in sacks could not drip without the intervention of water, and then it would be the water and not the salt which would damage the goods below.

3d cross interrogatory. To the third cross interrogatory he saith:

It has not come within my observation; the leakage of salt is very penetrating.

4th cross interrogatory. To the fourth cross interrogatory he saith:

The steam thus generated would not deposit salt in the concrete upon the merchandise in the hold; such change of temperature as would generate steam in the hold is to be expected in the voyage designated; steam could not have been thus generated in a dry cargo, without some quantity of water had been admitted into the hold; yet I

have seen some vessels with steam in the hold arising from change of temperature, without any essential quantity of water; traces of water so admitted were not found on the under part of the boxes and packages, unless caused by leaks.

5th cross interrogatory. To the fifth cross interrogatory he saith:

The between decks should be always dunnaged for the preservation of the salt, not of the goods in the hold; although it is not always done.

6th cross interrogatory. To the sixth cross interrogatory he saith:

I should attribute the damage to leaks in the decks, or the blowing of water through the sides.

7th cross interrogatory. To the 7th cross interrogatory he saith:

There is always damage by generation of steam, more or less, caused by mere change of temperature, in a cargo of iron, fine cutlery, steel, and the like, in every voyage.

8th cross interrogatory. To the eighth cross interrogatory he saith:

No, sir; I do not.

R. H. TITTLE.

Taken and subscribed before us, this 24th February, 1848.

R. SWARTWOUT, Jr.,
WM. H. DE FORREST,
JOHN W. MITCHELL,
Commissioners.

The STATE OF NEW YORK,
City and county of New York.

We, Robert Swartwout, junior, William H. De Forrest, and John W. Mitchell, three of the commissioners named in the annexed commission, issued out of the court of admiralty of the district of South Carolina, in a certain cause therein depending, wherein Lambert and others are libellants, and the ship Martha and owners are respondents, do certify, that on the twenty-seventh day of January, one thousand eight hundred and forty-eight, and on several other days following, we caused R. H. Tittle, Andrew F. Moffett, John Baker, W. C. Neilson, port wardens at New York; Samuel Candler, marine surveyor; Alexander J. Cartwright, marine surveyor; Thomas H. Merry, Samuel J. Waring, surveyors; Henry Grinnel, Moses H. Grinnell, Robert B. Minturn, and Franklin Delano, composing the firm of Grinnell, Minturn & Company; Albert Woodhull and Charles Minturn, composing the firm of Woodhull & Minturn; Robert Kermit, Roswell Sprague, and John A. Robinson, partners as Sprague & Robinson; Joseph Ellis, Edward Hammond, Thomas Dunham, and Frederick Dimon, of the firm of Dunham & Dimon, witnesses named in the interrogatories annexed to said commission, to come before us, and then and there examined each of them apart on the said interrogatories, and on the cross interrogatories also annexed thereto, on their respective corporal oaths, first taken before us, and took such their examinations, and reduced the same into writing on paper, all of which said examinations are con-

tained in this sheet and the preceding annexed fifty-five sheets, numbered from one to fifty-six, both inclusive. We also certify that all erasures, alterations, additions, and interlineations appearing therein were made at the time of examination, and read over to witness before being subscribed by him; we further certify, that before acting in the premises, we administered each unto the other of us the oath first specified in the schedule annexed to said commission, and to the clerk employed by us the oath last specified in said schedule; we further certify, that we caused Pierpont Phillips, one of the commissioners named in said commission, to be notified of the time and place of commencing said examination, and ascertained that he was unable, by reason of illness, to attend; and further, that we endeavored to procure the attendance of William Tyack, one of the witnesses named in said interrogatories, and that he could not be found, but was absent from the State; and that the remaining witness named therein, (John Baker,) was dead before the reception by us of the commission; we lastly certify, that the said commission has been executed according to the directions of said commission in every particular.

In testimony whereof we, the said commissioners, have hereunto set our hands and seals at New York aforesaid, this twenty-fifth day of February, in the year of our Lord one thousand eight hundred and forty-eight.

R. SWARTWOUT, Jr., [SEAL.]
W. H. DE FORREST, [SEAL.]
JOHN W. MITCHELL. [SEAL.]
Commissioners.

Friday, 28*th April*, 1848.

The court met and was opened as usual.

Present, his honor R. B. Gilchrist.

The court pronounced the following decree in these cases:

LAMBERT & BROTHER et al.
vs.
THE SHIP MARTHA.

WILLIAM L. TIMMONDS.
vs.
THE SHIP MARTHA.

DICK & CREWS
vs.
THE SHIP MARTHA.

ALEXANDER GORDON
vs.
THE SHIP MARTHA.

ROOSEVELT, HYDE & CLARK,
vs.
THE SHIP MARTHA.

MORTON & COURTNEY
vs.
THE SHIP MARTHA.

JAMES AGER & COMPANY
vs.
THE SHIP MARTHA.

SAMUEL N. HART
vs.
THE SHIP MARTHA.

WATSON, JOHNSTON & CO., et al.,
vs.
THE SHIP MARTHA.

THE SOUTH CAROLINA RAILROAD COMPANY
vs.
THE SHIP MARTHA.

Judgment.

The libels filed in these cases set forth, that some time in the month of September last the libellants caused to be shipped at Liverpool, for the port of Charleston, in this State, on board of the ship Martha, whereof the respondent, Richard Rich, was master, divers goods, wares, and merchandise of great value; "that the same were not taken care of, and safely and securely carried and conveyed in the said ship, and safely and securely delivered to these libellants, at the said port of Charleston, according to the tenor and effect of their bills of lading. But, on the contrary, although no injury accrued from any dangers or accidents of the seas or of navigation, the said goods, wares, and merchandise were so badly taken care of by the said master, and the cargo of the said ship, and particularly a quantity of salt on board thereof, was stowed improperly, that through the neglect, fault, and mismanagement of the said master the said goods, wares, and merchandise were greatly injured and damaged." For the damages sustained by their goods the libellants pray compensation, and condemnation of the ship. To these libels Abraham Rich, part owner of the vessel, and Richard Rich, master thereof, have filed their separate answers. The respondent Abraham Rich, in his answer, alleges that on the 12th of August last, the ship Martha was chartered by her master to a firm in Liverpool, for a voyage from thence to Charleston, and contends that thereby the vessel, during that voyage, became the property of the charterers; averring that the contracts of the libellants were made with the charterers who loaded the vessel at their pleasure. That the cargo laden on board was well and securely loaded, dunnaged, and packed according to the

usage of shipping, and the hatches leading from the between decks to the lower hold well and securely caulked and closed, wholly separating the between decks from the lower hold. That on her voyage the Martha encountered heavy gales, and a very dangerous sea running, which caused her to labor heavily and strain and leak very much. That the ship continuing to make much water, her pumps were regularly attended to, and the utmost endeavors used to preserve her and the goods of her loading from damage and loss. "That in consequence of the heavy seas and the leakage of the ship, and the change of latitude and consequent warm weather, the water so taken into the ship became warm and was converted into steam, and caused a wet and damp atmosphere to pervade the lower hold of the said ship, which no power, care, or diligence on the part of said master and crew could have avoided, but the same was the inevitable result of the ordinary dangers of navigation, and proceeded from the storms, winds, and waves, and not from any defect in said ship or want of skill, care, and diligence on the part of the said master and crew." This respondent denies the allegation of the libellants in relation to the stowing of the salt on board of the Martha being the cause of the damage which their goods had sustained, and alleges that the same was shipped on the second deck of the vessel by the charterers, the weight of that part of the cargo being deemed indispensable to steady the ship and prevent injury to the cargo in the hold; and that the salt had no more effect upon the cargo than if it had been stowed in a distinct ship; and this respondent submits that this court has not jurisdiction, and ought not to proceed, to enforce the claim alleged in the libellants' *in the libellants'* libel against the ship Martha, or against the parties intervening for their interests therein. The respondent, Richard Rich, the master of the Martha, in his answer insists, that any damage which the libellants' goods may have sustained was caused by stress of weather and the dangers of navigation, according to the exceptions in the bills of lading; and his answer is in other respects similar to the answer of the other respondent.

From the preceding statement of the pleadings it will be perceived that three questions are presented to the consideration of the court, which may be classed in the following order:

First. Whether this court has jurisdiction of the cases now before it.

Second. Whether the charter party referred to in the pleadings affects any claim which the libellants may have against the vessel in specia to compensation for damages which their goods may have sustained on board of her; and—

Third. As to the cause from which the damages complained of by the libellants resulted; and whether they have shown themselves to be legally entitled to the relief which they seek in the present suits.

The first question, that in relation to the jurisdiction of this court, was submitted by the respondents' counsel to the court without argument; the right, however, being reserved by them to discuss it before another tribunal, if there should be an appeal in these cases; with this understanding, therefore, I have only to assert the jurisdiction of this court in

the present cases; but in maintaining it, I must be permitted to remark, that it is supported by authorities. (a)

The second question suggested by the answer of the respondents, as to the effect of the charter party upon the lien claimed by the libellants, was not noticed in the argument, and I am, therefore, led to infer that this ground is either abandoned by the counsel for the respondents, or that it is their intention that it shall follow the course indicated by them respecting the question of jurisdiction. With this view of the subject, then, I now come to the consideration of the third question raised by the pleadings, which is a question of fact, rather than of law; the law relating to the general liability of the carrier being too well settled to admit of dispute; that law adding to his responsibility of taking all reasonable care of the goods confided to his charge, the responsibility of an insurer, from which he is only to be relieved, in the absence of any special agreement on the subject, when the loss happens by means of events falling within the meaning of the expressions, act of God and public enemies. "The danger of the seas" is one of the excepted perils within the meaning of the expression "act of God." But this phrase, whether understood in its most limited sense as importing only a loss by the natural accidents peculiar to that element, or whether understood in its more extended sense as including inevitable accidents upon that element, must still in either case be clearly understood to include only such losses as are of an extraordinary nature, or arise from some irresistible force, or some overwhelming power, which cannot be guarded against by the ordinary exertions of skill and prudence. (b) Unless, therefore, the losses which have occurred in these cases are within this exception, the respondents are not exempt from the consequences incident to the responsibilities of the carrier; and their vessel must be held liable according to that ancient principle of the maritime law by which "the ship is bound to the merchandise, and the merchandise to the ship." (c) Thus, then, the question is, as I have before remarked, rather one of fact to be determined by evidence; and the testimony which has been introduced for this purpose is voluminous, though not more so than the peculiar circumstances of the cases, and the amount involved, would seem to require. I contemplate, however, giving only a general outline of that testimony, and only so much thereof as is deemed by me necessary for the proper understanding of the cases and the grounds on which I have formed my judgment.

The ship Martha sailed on the 21st of September last from the port of Liverpool, bound for the port of Charleston, in this State, having on board, between her decks, 1212 sacks of Liverpool salt, with some other

(a) Drinkwater and al. vs. the freight and cargo of the brig Sparton, Ware's reports, page 149. The Rebecca, ibid., p. 189. The Phœbe, ibid., p. 263. The schooner Volunteer and cargo, 1st Sumner's reports, p. 551. Warring and al. vs. Clark, S. Howard's reports, p. 441. And the New Jersey Steam Navigation Company vs. Merchant's Bank of Boston, decree December term, 1847, Supreme Court United States.

(b) Story on bailments, sec. 491; Kent's com., 3d vol., page 216. The schooner Reindeer, 2 Sumner's reports, page 571.

(c) Abbot on shipping, page 160.

articles of merchandise, and in her hold a quantity of other merchandise, a portion of which, consisting of dry goods and hardware, was placed under that part of the lower deck where the salt was stowed, there being a number of bars of railroad iron at the bottom of the hold, and well dunnaged. The salt is represented by the first mate of the vessel to have been well dunnaged about 4 inches from the deck, and the dunnage being plank athwart ships, and inch boards laid fore and aft the ship. The Martha thus laden proceeded on her voyage without any thing of importance occurring until the 30th of that month, when, (according to the protest made by the officers of the vessel, in due time after her arrival at her destined port,) it appears that the wind was increasing to a gale, a very bad sea running, the ship rolling heavily, straining very much, and making a good deal of water; that on the 1st of October the wind was increasing to a gale from the north, and they took in sail as prudence required, the top gallant sails having been previously taken in, the topsails double reefed, and the gib and mainsails furled; that throughout the night of that day they had heavy gales from the north and a very dangerous sea running, which caused the ship to labor heavily and strain very much, and made her leak very much in her upper works; that that day ended with a heavy gale and a bad sea running, and breaking continually over the ship; that throughout the next day, the 2d of October, they had many heavy gales from the north, attended with heavy squalls, and a very high sea running; the ship still laboring heavily and straining badly and making an abundance of water; that the 3d of October commenced with strong gales from the north and a heavy sea, and that during the middle and latter parts of that day they had strong gales attended with heavy squalls, that the ship was still laboring heavily and making much water, and the pumps were regularly attended to; that the weather afterwards moderated and became fine, all drawing sail set to the best advantage; but that the ship continued to make much water since the gales of the 1st and 2d of October, and the pumps were always regularly attended to; that on the 8th of October, throughout the night, they had strong gales and a heavy head sea, the ship pitching heavily; that the 9th of October began with strong gales from west southwest, and a heavy head sea; that afterwards they met with variable winds and weather, encountering heavy squalls, which caused the ship to labor very much, and to make a good deal of water; but that nothing further of importance occurred until the 9th of November last, when they took a pilot on board, and arrived at the port of Charleston; the testimony of the chief mate substantially agrees with the statements made in the protest, and it further appears from that testimony that the vessel had her fore and main topsail on all the time, but close reefed, and that none of her sails were carried away.

Within a few days after the arrival of the Martha at the port of Charleston she was visited by the port wardens of this port in the discharge of their official duties, three of whom testify that, on going into the hold shortly after the lower deck hatches were removed, they found drops dripping through the seams of the lower deck, which they pro-

nounced to be drops of salt brine, passing through the lower deck and proceeding from the salt which had been stowed above; that the goods which were then being discharged were wet, and much dampness appeared to pervade the hold; on subsequent days they found articles of hardware corroded with salt, goods damaged at the top as well as at the bottom, and some of the casks, which were stowed on top of the railroad iron, wet and damp, the dampness being on the bottom and not on the top or sides; this testimony is corroborated by the evidence of a clerk of the libellants in one of the cases, who states that he went into the hold soon after the hatches were removed, heard a dropping sound there as of water dripping, and afterwards saw drops of dripping from the beams of the under side of the lower deck; that on trying to move a bale of goods he found a moisture on his hands which tasted salt; that the goods of his employers were much damaged with wet which tasted salt, and that he could scrape up salt on some of them; that their boxes of goods were damaged in different places, some on top, sides, and bottom; and a bale of carpeting was damaged both on the head and sides, the damage to the carpet extending nearly the whole way through all the folds in a spot.

Another of the port wardens, however, takes a different view of the subject from that of his colleagues; he states it as his opinion that it is physically impossible for the quantity of moisture which he saw on the cargo of the Martha to have come from the salt, which he regarded as being in a very dry state; and he further states, that when the hatches were opened, a warm heat, vapor, or steam arose from the hold; that when they went below they found goods injured fore and aft the ship as they lay in original stowage, no particular portions of them being injured more than others; but the injury being to the extent of the hold; that the sacks of salt occupied about half of the between decks; that he saw some drops of moisture hanging from the seams in different parts, but along the whole of the lower deck, which drops tasted more like fresh than salt water; they were brackish; that the ground tier of the goods was more damaged than the others, the damage seeming to have come from below and not from above; that when he first saw the damage his opinion was that it proceeded from heat or steam, or causes unknown to him at that time; but, taking it for granted that the vessel had had bad weather, and took in water, he ascribes the injury to heat and a moist atmosphere; that the vessel could not have leaked enough to injure the goods above the ground tier, and a great many goods on the top tier were damaged; but he did not see any incrustations of salt on them.

In confirmation of the testimony of the dissentient port warden, the evidence of the consignee of the vessel may be referred; he testifies as to some of the bales of goods being wet at the bottom and dry at the top and sides; that the carron ware was much rusted; that many iron pots, which had the appearance of not having been moved, were turned upside down, and the inner parts were crusted, while the outer were not; and that the injury to the cargo was general throughout the hold

and not confined to particular portions of it; there is other testimony to the same effect; and a shipmaster, who visited the Martha, states, that he tasted pendant drops on the under parts of both decks, and that they tasted alike, not briny but brackish, not perfectly fresh; in addition to this there is testimony as to the dry appearance of the salt; and that neither the dunnage nor the decks exhibited such an appearance as would indicate its having leaked.

If the foregoing testimony stood alone, there would be considerable difficulty in determining the nature and extent of the injury which the cargo of the Martha received; but there is other evidence which bears upon the point, to which I shall now refer.

The United States appraiser, whose duty it was to estimate the loss which the damaged cargo of the Martha sustained, states that loss to be from five to ninety per centum; and he further testifies that he saw salt in various packages on all kinds of goods, and that he saw it to the extent of a teaspoonful on the hardware; that he tasted it and it was salt to the taste, eye, and touch; samples of the damaged goods were afterwards submitted to the inspection of Dr. Shepherd, professor of chemistry in the Medical College of South Carolina, who gives the following as the result of his examination; he found several screw drivers to contain extraneous matter adhering to them, which he ascertained to be common salt, carbonate of soda, sulphate of lime, chloride of iron, and iron rust, substances which he states would be found upon iron by the application to it of the solution of common salt, after the lapse of a few weeks; some papers (wrapping papers) exhibited to him seemed to have been macerated with water; they show the presence of salt on the outer surface to the eye and taste; that another paper he examined more particularly, and states it to have a saline incrustation arising from a much stronger solution than, he thinks, sea water would have afforded; that there was a piece of cloth examined by him, which afforded marks of having been subjected to a solution of common salt, but it did not seem to have been subjected to so strong a solution as the paper; that a head of a barrel and another piece of paper exhibited to him showed marks of a similar solution; Professor Shepherd further states that salt from sea water is not so rich in sulphate of lime as salt from the mines; that he would not expect to find so much sulphate of lime in the crust of salt upon the articles examined by him, if the incrustations had been caused by sea water; but that there was nothing found upon those articles which might not have come by the action upon them of sea water; though the large presence of sulphate of lime rather led to the supposition that the damage came from salt; that this, however, is rather a presumption; that at a temperature below red heat common salt would not be vaporized so as to leave a deposit upon cold surfaces; that in cases where there is a great motion and agitation of water the salt may be carried up mechanically in the way of spray; that at no heat in the hold of a vessel could sea water have produced by evaporation the crust of salt which he found upon the articles examined by him; that sea water contains about three parts in a hundred of saline matter;

that there is so much of salt on the papers examined by him that he does not think it could have proceeded from sea water under the circumstances; that he would expect in the leakage of so much water from the salt to find traces of it upon the parts subjacent; that he never saw a bag of common salt to melt so that water would stream from it, if left only to the action of the atmosphere; that he has made no observations upon a large body of salt in an ordinary room, and has never made observations upon Liverpool salt put up in sacks.

Upon this testimony it appears to me that it is conclusively established that the cargo of the Martha was damaged to a great extent; and that incrustations of salt were found upon the damaged goods, whether those incrustations proceeded from the waves of the ocean or are to be traced to any other source; regarding, therefore, those facts as proved, I shall now proceed to consider the grounds taken by the respondents in their defence; it has already been stated that the respondents assume as a ground of defence in their answers, that the water taken on board of their vessel, in consequence of her leakage from stress of weather, became warm from the warm weather consequent upon the change of latitude during her voyage, and was converted into steam, and caused a wet and damp atmosphere to pervade the lower hold; and it is further contended, in their behalf, that the leakage of the vessel being from below, and the vessel rolling very much in the bad weather which she encountered, the water thus admitted was blown through the seams of her ceiling and caused to be dispersed over the cargo; that under particular circumstances steam will be generated in the hold of a vessel causing damage to her cargo; and that there are instances of cargoes of vessels being injured by their blowing, I cannot entertain a doubt after the statements of various witnesses examined in these cases. But the respondents have not satisfied my mind that the losses in the present cases are to be ascribed to either of these causes; and the presence of salt in the large quantity found on the damaged goods of the Martha, I apprehend, forbids such a presumption. It is true, that when air, saturated with humidity at a high temperature is *a* cooled, it ceases to be able to sustain the large portion of vapor which it possesses, and the excess assumes the liquid form, and precipitates in drops, but those drops would not be impregnated with salt; and we have the scientific opinion of Professor Shepherd, that at a temperature below red heat common salt would not be vaporized so as to leave a deposit upon cold surfaces; and that at no heat in the hold of a vessel could sea water have produced, by evaporation, the crust of salt which he found upon the articles examined by him. Reference may be had here, also, to the testimony of the numerous witnesses who have been examined, as to whether steam generated by change of temperature in the hold of a vessel leaking badly would deposit salt in the concrete upon the merchandise in that place, nearly all of whom state, either as a fact or a matter of opinion, that in such cases an incrustation of salt is not to be found on the goods that may be damaged. Among those witnesses, however, there is a respectable ship owner of the city of Charleston, who states that he has known sea water to crystalize

and form crusts of salt upon goods where a vessel has leaked, but he does not know how long the water must rest to do this; that he thinks it depends upon the air, and that streets watered with sea water will show particles of salt in an hour and a half afterwards.

Salt may certainly be obtained from sea water by natural evaporation alone; but when it is thus obtained, the water is confined in shallow pits or basins, and exposed to the full influence of the air and sun; streets watered with sea water may, therefore, show particles of salt in due time, being exposed to the full influence of the sun and air; and, in this respect, the statement of this witness is doubtless correct; nor am I disposed to regard the rest of his testimony as conflicting with that of the other witnesses, for the goods of which he speaks may have been exposed to the same influences. There is also another witness who states that he does not know whether steam would deposit salt in concrete, but he recollects seeing salt on the packages landed from a ship called the Moselle, which had no salt on board as cargo, but had probably been salted herself, and it was perceptible on such parts of the cargo where it was utterly impossible that sea water should have been without leaving its traces, and that be attributed that incrustation to the steam or vapor which had accumulated in the hold on a long passage. With respect to this evidence I can only remark, that if there was no salt on board of the Moselle, and no leakage of the vessel, the case of the Moselle forms an exception to a general rule, and is not susceptible of explanation on any philosophic principle. Whether, therefore, I follow the lights of science, or am governed by the weight of evidence, I must come to the conclusion that the grounds of defence upon which I have been commenting do not assign the true cause of the damage done to the cargo of the Martha.

But the question as to that cause still recurs.

The libellants contend that it is to be found in the stowage of a quantity of salt between the decks of the Martha, which they insist was improper. And this ground has formed the principal subject of discussion at the bar, one on which the able arguments of the counsel of the respective parties have shed much light; a great number of witnesses, persons connected with the mercantile and shipping interests of Charleston, Boston, and New York, have been examined as to whether the stowage of salt in sacks between the decks of vessels be proper, where goods liable, if there should be dripping or leakage from the salt, are stowed in the lower hold; and while the merchants of Charleston generally appear to condemn such a practice, the rest of the witnesses, with but few exceptions, testify in favor of it. All the witnesses, however, so testifying agree that, where there is such stowage, the lower deck must be tight and properly caulked, and hatches well secured; if the salt between decks be properly dunnaged, and there be no dripping or leakage from it, I apprehend that it can have no effect upon the cargo in the hold; and it, therefore, becomes a subject of inquiry in the present cases whether there was dripping or leakage from the salt stowed be-

tween the decks of the Martha. Now, although the witnesses, testifying as to the good order of the salt at the time of its being unladen, state that it was dry, and that from the appearance of the sacks it could not have dripped, yet, I think there is evidence to establish the fact of the salt having suffered a great diminution during its conveyance from Liverpool to Charleston. The evidence shows that there were shipped on board of the Martha twelve hundred and twelve sacks, containing one hundred and nineteen tons fifteen hundred weight of common salt; one thousand and sixty-two of those sacks being filled, ten to the ton, making two hundred and twenty-four pounds to the sack; and one hundred and fifty of them, eleven to the ton, making two hundred and three pounds to each of these sacks. This is stated to be according to Liverpool calculation. It appears, however, from the testimony of the United States measurer of salt at this port, that the usual weight of salt imported into Charleston is about two hundred pounds to the sack; but calculating the quantity imported by the Martha, according to the Liverpool standard of 2,240 lbs. to the ton, as that officer states that the average weight of the salt received was one hundred and eighty-five pounds to the sack, there must have been a diminution in the weight of that article of about eight tons—a diminution which, under ordinary circumstances, would probably be regarded as caused by dripping or leakage. But it is said that salt cannot run water unless it comes in contact with water. The case of a vessel called the Empire, occurring in 1841, referred to by several of the Charleston witnesses, however, affords an example of a cargo injured by the dripping of salt, when, so far as appears from the report of the survey of that vessel, there is no evidence of water having come in contact with it; that report ascribing the damage to no other cause than the "draining of salt in sacks stowed between decks, through the hatches and deck seams which were open."

The case of the Empire was never brought before any tribunal, the agents or owners of the vessel having settled without suit the damages claimed by the shippers; but if the seams of the lower deck of the Martha were open during her late voyage, there is a great analogy between the two cases; and this brings me to the next subject of inquiry, which is, whether the seams of the lower deck of the Martha were then tight and properly caulked, and her hatches well secured.

Two of the port wardens, who visited the Martha shortly after her arrival at the port of Charleston, tried the seams of her lower deck, and one of them states that he put his knife into them and found it enter easily, but he adds that this is no evidence of the seams being open above; the other states that he tried three or more seams of the lower deck with his knife and a caulking iron; he tried some seams about the main hatch and some forward; he tried the seams two or three planks from the water-way seam, and others more amidships, and found no seams open. This witness states further, however, that the seams may be tight in one place and the oakum loose in another, if the caulker has not driven the oakum equally tight throughout. On the 16th of February last, about three months after the visit of the port wardens, two

ship carpenters examined the Martha particularly for the purpose of ascertaining her condition. They tried her decks with caulking irons, and appear to agree that the seams of the lower deck were not tight, one of them stating, in his opinion, they were very open, and representing them as open about in spots at no particular place; while the other considered them as very open in some parts of the centre of the deck. They further state that the seams were payed with pitch, but according to the statement of one of them, it was very much worn off; the other saying that in some parts of the seams there seemed to be pitch, and in some parts no pitch. Marks of leaking were found by them on the under side of the lower deck. This testimony is, therefore, in my opinion, conclusive as to the fact of the seams of the lower deck of the Martha being very open at the time of their examination by the ship carpenters; and as her upper deck, which was more exposed to the sun and weather was then found to be water tight, there is no reason to suppose that the period of time which had elapsed between the arrival of the Martha and that examination made any difference as to the condition of her lower deck. I conclude, then, from this testimony, that the seams of the lower deck of the Martha were sufficiently open to admit the passage through them of any brine that may have dripped from the salt stowed between her decks.

The lower deck of the Martha was caulked at Liverpool the 2d of March, 1847, and as she encountered the heavy gales on her last voyage to Charleston, which are detailed in the protest of her officers herein before referred to, it may be contended that the seams of her lower deck were opened during that voyage; but the entries in the log show, that in the two voyages which she made after the caulking and previously to the last, she encountered a number of strong gales, which caused her to labor heavily and make much water; and it may, therefore, be as well inferred that the seams of her lower deck were opened during those previous voyages as on the last. But questions of this kind are not to be decided on inferences. By the contract the owner is bound to see that the ship be sea worthy, which means that she must be tight, staunch, and strong. "The ship must be fit and competent for the sort of cargo and the particular service for which she is engaged. If there should be a latent defect in the vessel unknown to the owner, and undiscoverable upon examination, yet the better opinion is, that the owner must answer for the damage occasioned by the defect. It is an implied warranty in the contract, that the ship be sufficient for the voyage, and the owner, like a common carrier, is an insurer against every thing but the excepted perils." 3 vol. Kent's Com., pp. 204, 205. There should, therefore, be positive evidence of the seams of the lower deck of the Martha being tight at the time of her departure from Liverpool on her last voyage to Charleston, and as it does not appear that there was then any examination of her lower deck, there is no such testimony.

Upon the whole, therefore, in whatever aspect I may view the subject, it appears to me that the cargo of the Martha was injured by the

salt which was stowed between her decks. I am, however, free to confess that there are circumstances in these cases stated by some of the witnesses which are at variance with this view of the subject. Those circumstances have been pressed with great force and power by the respondent's counsel on the consideration of the court; but the circumstances of there being salt between the decks of the Martha, the great diminution in the quantity of that salt, the seams of the lower deck of the vessel being open, the drops pendent therefrom, which, in the opinion of some of the witnesses, contained brine from that salt, and the large collection of the salt on the damaged goods, are circumstances too strong for me to resist the conclusion to which they lead. If I have erred in attaching too much importance to those circumstances, I have the satisfaction of knowing that there is another and a higher tribunal to correct my errors.

It has been contended that the case of the South Carolina Railroad Company stands upon a ground different from the other cases, in consequence of their bill of lading containing the words "not accountable for rust." The circumstances under which those words were inserted, will explain their meaning; a portion of the railroad iron had been immersed in water previously to being taken on board of the Martha at Liverpool, and there was some water in almost every lighter which brought the rest of the iron to the vessel. The rust, then, which was likely to be created by those causes, appears to me to be the rust for which it was the intention of the parties that there should be no accountability; and I do not think that these words can be construed to embrace a case of rust from salt. The question of fact, therefore, whether the railroad iron was damaged in the same way as the goods of the other libellants is the only question which remains to be determined; and, after examining the testimony, I am inclined to think that there is no difference in this respect between the cases before the court.

In accordance, therefore, with the view which I have taken of the subject under consideration, I pronounce in favor of the libellants in the present cases; and the clerk of the court will report the amount of loss which they have respectively suffered, together with the testimony which he shall take in the matter.

Report of Register.—*Report of Register.*

THE UNITED STATES OF AMERICA,
South Carolina district.

In admiralty.

LAMBERT and Brother and others
vs.
THE SHIP MARTHA. } Libels—damage to cargo.

To the honorable Robert B. Gilchrist, judge of the United States, for the district of South Carolina.

The register of this court, to whom it was referred by the decree of this honorable court, bearing date the 28th of April, A. D. 1848, "to

report the amount of loss which the libellants have respectively suffered, together with the testimony which he shall take in this matter," begs leave respectfully to report, that he has been attended at various times by the counsel of both claimants and respondents, and in their presence numerous witnesses have been examined, whose testimony is herewith filed as an exhibit, (marked A,) and forms a part of this report.

The claimants computed and fixed the amounts of their several losses, by subjecting their various lots of goods and the invoices to the inspection and survey of merchants and other persons well acquainted with the subject matter; and in each case, before such investigation was made, due notice was served upon the respondents to attend the survey, though it appears they did not attend.

The value of the goods was estimated generally by their cash market value in Charleston at sales either wholesale or by parcels and lots.

And in the case of the railroad iron, its value was estimated by the prime cost, (as shown by the invoice,) together with all the charges and expenses upon it up to its arrival and unlading in this port.

The greater part of the damaged goods were sold at auction; and in every such case the loss is ascertained by substracting the amount of the auction sales from the amount at which the said goods were estimated as worth by the examiners aforesaid, if the same had been imported in a sound condition.

But in the case of the railroad iron, this not being a marketable article but of special value to the importer, it was retained by the importer, and the amount of damage is variously estimated by divers persons acquainted with the subject. So, also, in the case of W. L. Timmon's claim, and James Adger & Co's claim, a portion of the goods was retained by the importers, and the damage estimated as in the case of the railroad iron.

An objection was made by the counsel for the respondent to this mode of assessing damages, inasmuch as, if it were permitted, the effect would be to make the carrier the insurer of a good market; he contends that the proper mode of assessing the damage is, to subtract the amount of the sales of the damaged goods from the cost of the same, as per invoice, with the charges and expenses actually attending the importation.

To sustain this position, several merchants of Boston were examined by commission, and their testimony is herewith filed as an exhibit, marked B.

I have considered the whole testimony, and have come to the conclusion that the measure of the damages should be that which is proposed by the libellants, and have computed the damages accordingly, and beg leave to refer to the statement herewith filed, marked C, as containing a specification of all the claims.

All of which is respectfully submitted.

H. Y. GRAY,
District clerk, S. C. D.

December 14, 1848.

Exhibit A.

Testimony taken before the register under the decree.

Monday, 8th May, 1848.

In the register's office.

LAMBERT & BROTHER and others
vs.
THE SHIP MARTHA.
} Libels—damage to cargo.

Present, Mr. King and Mr. Lesesne, proctors for libellants; Col. Hunt and Mr. McCrady, proctors for respondents.

Mr. Lesesne presented the claim of Lambert & Brother against the ship Martha, of Boston, Richard Rich, master, for loss on 18 cases of linens, marked [H,] and three pieces of carpeting, ex bale, marked [L] B, damaged on board said ship on her late voyage from Liverpool to Charleston, by the draining of salt stowed over them in the between decks.

He then produced as evidence a bill of lading of 6th September, 1847, for 18 boxes of merchandise, marked [H] 64 to 81, inclusive; another bill of lading of 7th September, 1847, of 2 boxes, marked L B, and one bale of coarse woollens, marked [B] L.

J. H. Taylor, sworn, says, that some time in November last, he and Mr. Howell examined eighteen cases of linens at the custom-house, shown to them as landed from ship Martha on her late arrival at this port from Liverpool, and found the whole of said linens to be wet and damaged by salt dampness, and some not only damp but saturated with water; they opened every case and found the cases to correspond with the marks [H] 64 to 81 in the invoice; witness and Mr. Howland examined a bale of carpeting at the store of Mr. Lambert, also shown to them as part of the cargo of the Martha, containing 6 pieces, and found 3 of them damaged by salt dampness, marked as in bill of lading [B] L, containing, as per invoice, 45 yards each, and they recommended them to be sold at auction; the cash value of the carpeting, if sound, they appraised at $2 00 per yard, amounting to $270; witness as auctioner sold the linens and carpeting at auction; the account sales produced and verified; the marks in the account sales correspond with those on the goods; the sale was at public auction, and after usual notice, and before the largest company of people he ever saw at public sale in Charleston; the nett amount of sales therein stated is correct.

J. H. TAYLOR.

Sworn to before me, this 8th May, 1848.

H. Y. GRAY,
District clerk.

Tuesday, 9th May, 1848.

Cross examined—J. H. Taylor.

Witness examined the pieces in each box; found them all damaged more or less; can't say that any piece was damp; some pieces seemed dry;

the large majority were wet; can't say that any piece was not damaged, though it might not seem damp at the time; did not separate the pieces that were damp from those that were not when he sold them, but sold them in lots by the numbers in the package called for in the invoice; persons bidding would be governed by the appearance of the goods; did'nt find that they brought the invoice price; but it was thought they sold very well considering their state; Mr. Lambert did buy several packages; the expense of importation of linens is about 50 per cent., and the profits ought to be 25 per cent.; the cash value of the goods, if sound, could be determined by appraisement; the value of the damaged could only be determined by what they would bring at auction; the goods, if sound, are appraised by the judgment of merchants knowing the market value; witness appraised the carpets at what he thought they would have been worth in our market, if sound; the carpets sold, he thinks, for $1 43 per yard, having been appraised at $2 00; witness thinks the linens sold better as they were sold than they would if the apparently undamaged had been separated from those clearly damaged.

Examined in reply.

It was by the discretion of witness, as auctioneer, that the linens were sold without being separated, the apparently undamaged from the damaged; he would have separated them if he had thought they would have brought more by so doing; the class of persons present at the sale were large buyers, and the goods would sell better by package than if separated and sold by the piece; and his experience is, that the presence of undamaged pieces helps out the sale of those that are damaged.

JAMES H. TAYLOR.

Sworn to, 9th May, 1848.

H. Y. GRAY, *D. C.*

2. S. S. Howell, sworn. Assisted, on 3d Dec'r, 1847, in surveying some goods of Lambert & Brother, shown as having been imported in the Martha; he saw the linens; did not take them out of the boxes; found them already out, in a damaged state; and he concurred with Mr. Taylor in recommending a sale at auction, &c.; he found them damp, and some of them quite wet; he thought it a salt dampness; they were stained and clammy, and had the appearance of salt.

Cross examined.

Witness did not appraise them; he only looked at them and ascertained that they were damaged. Did not consider whether linen goods imported at that time would pay the usual expenses and profits over their sterling cost; the linens lay in piles outside of the cases when he saw them; has no knowledge of the expenses attending importation of linens over their sterling cost; has been acquainted with dry goods nearly all his life, but has never imported linen goods direct; could not ascertain the cause of the damage on the goods by looking at them.

Examined in reply.

As to the effect of salt in damaging goods, it appears afterwards, in damp weather, by the goods seeming damp and sticky, and does not show in dry weather; but does not know whether he could distinguish the effect of damage by sea water from salt and water.

S. S. HOWELL.

Sworn to, 9th May, 1848.

H. Y. GRAY, *D. Clerk.*

William Howland, sworn. Assisted in surveying some pieces of carpeting imported by Mr. Lambert in ship Martha; found some of them damaged; two pieces he thought damaged about 10 per cent., and one piece about 15 per cent; he thought they should be sold at auction; they were worth here, at retail, he thought, about $2 00 per yard; he had bought similar carpeting and similar pattern in New York at $1 87.

Cross examined.

Should think they would bring 20 per cent less than at wholesale; considered the damage which the article itself might have suffered cost what it might.

Examined in reply.

There is not much wholesale business in carpeting done in Charleston; none, that he knows.

The retail prices are meant to cover retail expenses, rent, clerk hire, &c.

WM. HOWLAND.

Sworn to, 9th May, 1848.

H. Y. GRAY, *D. Clerk.*

Jonathan Bryan.

Jonathan Bryan, jr., sworn. Assisted in appraising the linens imported by Messrs. Lambert in the Martha, (18 cases of linen;) they were in Mr. Taylor's store; they appraised them at 75 per cent. over their sterling cost; this includes a profit of about 25 per cent. to the importer.

Cross examined.

Has never imported linens himself, and can't state the items which make up 50 per cent. for the expenses of importation; the expenses, generally, are about 50 per cent., and all above that is profit; 25 per cent., he thinks, would be a handsome profit on linens at retail sale; this 25 per cent. is for the profit and to meet the expenses of the retailer.

JONATHAN BRYAN, Jr.

Sworn to, 9th May, 1848.

H. Y. GRAY, *D. C.*

W. H. Gilliland, sworn. Assisted in appraising some linens imported by Messrs. Lambert in the Martha; they were at Mr. Taylor's store;

there were 18 cases; the marks and numbers corresponded with the invoice; they appraised the goods to be worth 75 per cent. advance on the sterling cost; they having first severally estimated the cash value of the goods in this place without reference to the invoice. In estimating the value of the goods at 75 per cent. on the sterling cost, and allowing the expenses of importation to be 50 per cent., this gives a profit of 25 on 150 and not 25 per cent.; that is to say, the profit will be about 16 per cent.

WM. H. GILLILAND.

Sworn to, 9th May, 1848.

H. Y. GRAY, *D. C.*

J. H. Taylor, recalled; says that the goods surveyed by Mr. Bryan at his store were the same he spoke of as having been surveyed by him at the custom-house.

J. H. TAYLOR.

(For the invoices, auction sales, &c., see appendix.)

May 10*th*, 1848.

In the register's office.

Present, Mr. Lesesne for libellants, and Col. Hunt for respondents.

2d claim of John Graveley *vs.* ship Martha. 1st bill of lading introduced in evidence, signed Rich'd Rich, dated 6th Sept., 1847.

Joel Stevens, sworn. Assisted in surveying and appraising the hardware imported by Mr. Graveley in the Martha; saw them in Mr. Graveley's store soon after the goods were landed; the casks were open when he saw them; the goods were very wet and the papers saturated; the goods of course were very much damaged; he concurred in recommending a sale at auction; he also appraised them at what he thought they would be worth, if sound, in our market; and they appraised them at 100 per cent. on the actual sterling cost; this would be the wholesale price; they were shewn to him as goods landed from the Martha; he didn't observe the numbers or marks on the casks.

Cross examined.

Joel Stevens.

The 100 per cent. is made up of duties, exchange, freight, insurance, inland freight, commission, &c. The goods cost 75 to 80 per cent. to import; the difference between this and the 100 per cent. would be the profit here. (The duties are ad valorem, and on hardware amount to 33⅓ per cent.) Does not know the amount of commissions charged; the insurance here is about 1¼ per cent.; they usually calculate upon a 40 days' passage; the packages were imported in hardware casks, and they were very wet; he could see particles of salt on them; the casks are generally pretty tight, but not water tight; this dampness had come

through the heads or sides; they are generally stowed on the sides; 2 or 3 buckets of water thrown casually over these casks would not, he thinks, have wet them within as much as they were wet.

Examined in reply.

A continual dripping of water would wet them more than the throwing of 2 or 3 buckets of water upon them; they did not set the goods down at a higher rate than he thought them to be actually worth here if sound; that is, what they would sell them for in the stores here, at the wholesale price, i. e. selling by the package.

JOEL STEVENS.

Sworn to, 10th May, 1848.

H. Y. GRAY, *D. C.*

William Adger, sworn. Assisted in surveying and appraising the hardware imported by Mr. Graveley in the Martha, such as was damaged, and first surveyed them with the United States appraiser in order to fix the abatement of duties, and afterwards surveyed them at Mr. Graveley's with Mr. Stevens; there were some goods there undamaged, and on which no claim was made; the rate of abatement of duties varied from 10 to 75 per cent.; he concurred with Mr. Stevens in recommending a sale at auction; they were very much damaged; on most of the articles you could see white incrustations which they took to be salt; they appraised the goods at 100 per cent. on the sterling cost, and he thinks they would have been worth more than that even at wholesale prices if they had arrived sound; if the goods were sold here by the package, 100 per cent. on the cost might amount to their value in our market; there are two kinds of hardware, Birmingham and Sheffield; the Birmingham goods pay a small profit at 100 per cent., and those goods so appraised, imported by Mr. Graveley were Birmingham goods; he considered 100 per cent. on their sterling cost an inside valuation; he examined the marks and numbers of the packages and casks with Mr. Holmes, and they corresponded with the marks and numbers in the invoice, and also with these stated in the certificate; the goods surveyed by him and Mr. Stevens form a part of these same packages; has been engaged in the wholesale hardware business, (importing,) for some 13 or 14 years.

Cross examined.

The value of the goods is what they will bring; the cost to the merchant is what he gives for them, and, added to this, all the intervening expenses to the time he gets them in his store; all over this is profit; in order to realize a profit upon goods a merchant must take into calculation clerk hire, store rent, and all the ordinary expenses of the trade.

Examined in reply.

When they appraised the goods at 100 per cent. on their cost, he thought it was what they would have brought if sound, though sold at

auction under the hammer; these goods would have cost about 80 per cent. to get them in our stores here; so that about 10 per cent. profit only would remain, and this to meet clerk hire, &c., as above referred to.

WILLIAM ADGER.

Sworn to, 10th May, 1848.

H. Y. GRAY, *D. C.*

Mr. Dicks, sworn. Verifies the acc. sales, and proves them to be in due form of auction sales. See copy do. in appendix.

May 11th, 1848.

Jno. Graveley's claim continued.

Present, Mr. Lesesne and Col. Hunt.

William Adger, (recalled.) As to the expenses of importation, orders are sent to agents to buy goods from the manufacturers; these agents receive from us commissions from 3 to 7½ per cent.; the commission of 7½ per cent. is made when payment is made this side of the water; the commission, the putting in order for casks, the inland freight, &c., amount to 12½ per cent. on an average; this charge is considered in the custom-house a dutiable charge, and this, when added to the exchange, and to the first cost, raises the duty to 37 per cent. instead of 30 per cent.; the shipping charges, &c., amount to about 5 per cent. on the cost and first charge above named; the next charge is for insurance; here it is 2 per cent.; but at Liverpool the insurance paid by us was 1½ on ship Martha; exchange usually ranks at 10 per cent., between this port and Liverpool, so that in fact it amounts to 12 per cent. on the first cost of the goods; the freight to Charleston varies from 2½ to 3 per cent. on the first cost; the loss of interest is for full 6 months; the freight to Charleston, the loss of interest, &c., and drayage, amount to 9 per cent. on the first cost; all these charges raise the expenses to about 78 per cent. on the first cost; 100 per cent. on first cost, then, would leave a profit of only 10 per cent. on the first cost and charges; all interest after goods landed, &c., clerk hire and taxes, are to be paid out of this.

WILLIAM ADGER.

Sworn to, 11th May, 1848.

H. Y. GRAY, *D. C.*

(Copy of invoices, &c., here introduced. See appendix post.)

3d claim.—Barnwell and Ravenel's claim.

Thos. P. Smith, sworn. Assisted in surveying and appraising goods imported by Barnwell and Ravenel in the Martha; they were spool cotton; the survey was made soon after their landing; found them very much damaged from dampness; with some of the boxes the damage was outside, and some seemed good until they were opened, and the

through the heads or sides; they are generally stowed on the sides; 2 or 3 buckets of water thrown casually over these casks would not, he thinks, have wet them within as much as they were wet.

Examined in reply.

A continual dripping of water would wet them more than the throwing of 2 or 3 buckets of water upon them; they did not set the goods down at a higher rate than he thought them to be actually worth here if sound; that is, what they would sell them for in the stores here, at the wholesale price, i. e. selling by the package.

JOEL STEVENS.

Sworn to, 10th May, 1848.

H. Y. GRAY, *D. C.*

William Adger, sworn. Assisted in surveying and appraising the hardware imported by Mr. Graveley in the Martha, such as was damaged, and first surveyed them with the United States appraiser in order to fix the abatement of duties, and afterwards surveyed them at Mr. Graveley's with Mr. Stevens; there were some goods there undamaged, and on which no claim was made; the rate of abatement of duties varied from 10 to 75 per cent.; he concurred with Mr. Stevens in recommending a sale at auction; they were very much damaged; on most of the articles you could see white incrustations which they took to be salt; they appraised the goods at 100 per cent. on the sterling cost, and he thinks they would have been worth more than that even at wholesale prices if they had arrived sound; if the goods were sold here by the package, 100 per cent. on the cost might amount to their value in our market; there are two kinds of hardware, Birmingham and Sheffield; the Birmingham goods pay a small profit at 100 per cent., and those goods so appraised, imported by Mr. Graveley were Birmingham goods; he considered 100 per cent. on their sterling cost an inside valuation; he examined the marks and numbers of the packages and casks with Mr. Holmes, and they corresponded with the marks and numbers in the invoice, and also with these stated in the certificate; the goods surveyed hy him and Mr. Stevens form a part of these same packages; has been engaged in the wholesale hardware business, (importing,) for some 13 or 14 years.

Cross examined.

The value of the goods is what they will bring; the cost to the merchant is what he gives for them, and, added to this, all the intervening expenses to the time he gets them in his store; all over this is profit; in order to realize a profit upon goods a merchant must take into calculation clerk hire, store rent, and all the ordinary expenses of the trade.

Examined in reply.

When they appraised the goods at 100 per cent. on their cost, he thought it was what they would have brought if sound, though sold at

auction under the hammer; these goods would have cost about 80 per cent. to get them in our stores here; so that about 10 per cent. profit only would remain, and this to meet clerk hire, &c., as above referred to.

WILLIAM ADGER.

Sworn to, 10th May, 1848.

H. Y. GRAY, *D. C.*

Mr. Dicks, sworn. Verifies the acc. sales, and proves them to be in due form of auction sales. See copy do. in appendix.

May 11*th*, 1848.

Jno. Graveley's claim continued.

Present, Mr. Lesesne and Col. Hunt.

William Adger, (recalled.) As to the expenses of importation, orders are sent to agents to buy goods from the manufacturers; these agents receive from us commissions from 3 to 7½ per cent.; the commission of 7½ per cent. is made when payment is made this side of the water; the commission, the putting in order for casks, the inland freight, &c., amount to 12½ per cent. on an average; this charge is considered in the custom-house a dutiable charge, and this, when added to the exchange, and to the first cost, raises the duty to 37 per cent. instead of 30 per cent.; the shipping charges, &c., amount to about 5 per cent. on the cost and first charge above named; the next charge is for insurance; here it is 2 per cent.; but at Liverpool the insurance paid by us was 1½ on ship Martha; exchange usually ranks at 10 per cent., between this port and Liverpool, so that in fact it amounts to 12 per cent. on the first cost of the goods; the freight to Charleston varies from 2½ to 3 per cent. on the first cost; the loss of interest is for full 6 months; the freight to Charleston, the loss of interest, &c., and drayage, amount to 9 per cent. on the first cost; all these charges raise the expenses to about 78 per cent. on the first cost; 100 per cent. on first cost, then, would leave a profit of only 10 per cent. on the first cost and charges; all interest after goods landed, &c., clerk hire and taxes, are to be paid out of this.

WILLIAM ADGER.

Sworn to, 11th May, 1848.

H. Y. GRAY, *D. C.*

(Copy of invoices, &c., here introduced. See appendix post.)

3d claim.—Barnwell and Ravenel's claim.

Thos. P. Smith, sworn. Assisted in surveying and appraising goods imported by Barnwell and Ravenel in the Martha; they were spool cotton; the survey was made soon after their landing; found them very much damaged from dampness; with some of the boxes the damage was outside, and some seemed good until they were opened, and the

goods within were damaged; they found the goods so much injured that they recommended a sale at auction; he, as a merchant, would not have undertaken to sell them; he is in the wholesale dry goods business, (an importer;) they aimed at arriving at the wholesale cash market value of the goods here if sound; the white cotton was appraised at 45 cents per dozen; the colored at 16 cents; this is the established price for this (Coates') cotton; they found the marks of the goods examined to correspond with those of the invoice.

Cross examined.

The goods were damp and mildewed, and some of them wet; he thinks a sale at auction is the best way to dispose of them.

THO. P. SMITH.

Sworn to, 11th May, 1848.

H. Y. GRAY, *D. C.*

Barnwell and Ravenel's claim continued.

A. J. Crews, sworn. Assisted in appraising the goods of Messrs, Barnwell & Ravenel; they were J. & P. Coates' spool cotton; he was present with Mr. T. B. Smith, at the examination, and concurs in all that he has said; witness is a whole sale dry goods merchant; we buy a great deal of this cotton, and never can buy it for less than 45 cents cash, or 47½ at 8 months credit, per dozen, here, or in N. York or Boston.

A. J. CREWS.

Sworn to, 11th May, 1848.

H. Y. GRAY, *D. C.*

E. B. Crews, sworn. Is one of the firm of Dick & Crews; sold the goods imported by Barnwell & Ravenel; the sale was made at public auction after due notice; the account sales shown him were verified (for copy do. see appendix, post.)

E. B. CREWS.

Sworn to, 11th May, 1848.

H. Y. GRAY, *D. C.*

(Bill of lading produced, see appendix, post.)

Friday, 12th May, 1848

In the register's office.

Present, Mr. Hunt and Mr. Lesesne.

4th claim.—A. Moffet and Son.

Mr. Lesesne introduced the bill of lading dated 9th September, 1847, for one case and one bale marked A. M. and S., 109, 110.

S. Thomas, sworn, says he assisted in appraising and examining the goods of Moffet and Son imported in the Martha; the goods were very wet; but one bale was examined; thinks the invoice and bill of lading were produced, and the goods were compared with the invoice

and the goods in the bale were the same as called for in the invoice; witness recommended they should be sold at auction; they were fine plaid worsted shawls, an article that seldom comes to this market unless expressly ordered for retail trade; he assessed the actual market value of the goods here, if sound, at 100 per cent. on their sterling cost.

Cross examined.

Judges that the expenses on the original cost are 50 per cent., and there remained 50 per cent.; for profit.

Examined in reply.

Says that out of the 50 per cent. set down as profit must be taken clerk hire, and ordinary expenses, and risks of the business; thinks the 100 per cent. is what the goods in a sound state would have brought here; witness cannot give the items of expenses as the duties, &c., vary with the character of the goods.

S. THOMAS.

Sworn to, 12th May, 1848.

H. Y. GRAY, *D. C.*

E. W. Bancroft, sworn. Assisted in appraising and examining the goods shipped to Moffet & Son; the bale seemed to be saturated with salt, the salt on the fine goods was very perceptible to touch and to taste; witness concurred in the recommendation that they should be sold at auction. We appraised them, supposing them to be in a sound state, at 100 per cent. on their sterling cost, as what they would be worth to Moffet & Son in their business.

Cross examined.

Don't consider that the goods were so much wet as penetrated with a salt moisture, which injures woollen goods very much; 50 per cent. for expenses and the residue for profit, making the actual profit about 33⅓ per cent.; witness bought some of the linens (Lambert's) at auction; thinks 14 cases, and all but 2 cases; they were not as much damaged as witness had supposed; thinks if he had imported that lot of linens he would have sold them at auction; some were very much damaged and some slightly; thinks they brought very high prices; the larger portion of these witness sold within thirty days; advertised them as damaged linens; has a few pieces left; the larger bulk of them were not spotted; witness don't think they were damaged by salt water, but by salt penetrating the pieces; has seen linens damaged by sea water, they resemble these in appearance. Witness is familiar with this kind of business; thinks Mr. Moffett's goods were very well sold at auction.

Examined in reply.

Witness sold these linens in his own shop; thinks the expenses of importation of such goods as Moffett's would rather exceed 50 per cent; can't give items.

E. W. BANCROFT.

Sworn to, 12th May, 1848.

H. Y. GRAY, *D. C.*

through the heads or sides; they are generally stowed on the sides; 2 or 3 buckets of water thrown casually over these casks would not, he thinks, have wet them within as much as they were wet.

Examined in reply.

A continual dripping of water would wet them more than the throwing of 2 or 3 buckets of water upon them; they did not set the goods down at a higher rate than he thought them to be actually worth here if sound; that is, what they would sell them for in the stores here, at the wholesale price, i. e. selling by the package.

JOEL STEVENS.

Sworn to, 10th May, 1848.

H. Y. GRAY, *D. C.*

William Adger, sworn. Assisted in surveying and appraising the hardware imported by Mr. Graveley in the Martha, such as was damaged, and first surveyed them with the United States appraiser in order to fix the abatement of duties, and afterwards surveyed them at Mr. Graveley's with Mr. Stevens; there were some goods there undamaged, and on which no claim was made; the rate of abatement of duties varied from 10 to 75 per cent.; he concurred with Mr. Stevens in recommending a sale at auction; they were very much damaged; on most of the articles you could see white incrustations which they took to be salt; they appraised the goods at 100 per cent. on the sterling cost, and he thinks they would have been worth more than that even at wholesale prices if they had arrived sound; if the goods were sold here by the package, 100 per cent. on the cost might amount to their value in our market; there are two kinds of hardware, Birmingham and Sheffield; the Birmingham goods pay a small profit at 100 per cent., and those goods so appraised, imported by Mr. Graveley were Birmingham goods; he considered 100 per cent. on their sterling cost an inside valuation; he examined the marks and numbers of the packages and casks with Mr. Holmes, and they corresponded with the marks and numbers in the invoice, and also with these stated in the certificate; the goods surveyed hy him and Mr. Stevens form a part of these same packages; has been engaged in the wholesale hardware business, (importing,) for some 13 or 14 years.

Cross examined.

The value of the goods is what they will bring; the cost to the merchant is what he gives for them, and, added to this, all the intervening expenses to the time he gets them in his store; all over this is profit; in order to realize a profit upon goods a merchant must take into calculation clerk hire, store rent, and all the ordinary expenses of the trade.

Examined in reply.

When they appraised the goods at 100 per cent. on their cost, he thought it was what they would have brought if sound, though sold at

auction under the hammer; these goods would have cost about 80 per cent. to get them in our stores here; so that about 10 per cent. profit only would remain, and this to meet clerk hire, &c., as above referred to.

WILLIAM ADGER.

Sworn to, 10th May, 1848.

H. Y. GRAY, *D. C.*

Mr. Dicks, sworn. Verifies the acc. sales, and proves them to be in due form of auction sales. See copy do. in appendix.

May 11th, 1848.

Jno. Graveley's claim continued.

Present, Mr. Lesesne and Col. Hunt.

William Adger, (recalled.) As to the expenses of importation, orders are sent to agents to buy goods from the manufacturers; these agents receive from us commissions from 3 to 7½ per cent.; the commission of 7½ per cent. is made when payment is made this side of the water; the commission, the putting in order for casks, the inland freight, &c., amount to 12½ per cent. on an average; this charge is considered in the custom-house a dutiable charge, and this, when added to the exchange, and to the first cost, raises the duty to 37 per cent. instead of 30 per cent.; the shipping charges, &c., amount to about 5 per cent. on the cost and first charge above named; the next charge is for insurance; here it is 2 per cent.; but at Liverpool the insurance paid by us was 1½ on ship Martha; exchange usually ranks at 10 per cent., between this port and Liverpool, so that in fact it amounts to 12 per cent. on the first cost of the goods; the freight to Charleston varies from 2½ to 3 per cent. on the first cost; the loss of interest is for full 6 months; the freight to Charleston, the loss of interest, &c., and drayage, amount to 9 per cent. on the first cost; all these charges raise the expenses to about 78 per cent. on the first cost; 100 per cent. on first cost, then, would leave a profit of only 10 per cent. on the first cost and charges; all interest after goods landed, &c., clerk hire and taxes, are to be paid out of this.

WILLIAM ADGER.

Sworn to, 11th May, 1848.

H. Y. GRAY, *D. C.*

(Copy of invoices, &c., here introduced. See appendix post.)

3d claim.—Barnwell and Ravenel's claim.

Thos. P. Smith, sworn. Assisted in surveying and appraising goods imported by Barnwell and Ravenel in the Martha; they were spool cotton; the survey was made soon after their landing; found them very much damaged from dampness; with some of the boxes the damage was outside, and some seemed good until they were opened, and the

goods within were damaged; they found the goods so much injured that they recommended a sale at auction; he, as a merchant, would not have undertaken to sell them; he is in the wholesale dry goods business, (an importer;) they aimed at arriving at the wholesale cash market value of the goods here if sound; the white cotton was appraised at 45 cents per dozen; the colored at 16 cents; this is the established price for this (Coates') cotton; they found the marks of the goods examined to correspond with those of the invoice.

Cross examined.

The goods were damp and mildewed, and some of them wet; he thinks a sale at auction is the best way to dispose of them.

THO. P. SMITH.

Sworn to, 11th May, 1848.

H. Y. GRAY, *D. C.*

Barnwell and Ravenel's claim continued.

A. J. Crews, sworn. Assisted in appraising the goods of Messrs, Barnwell & Ravenel; they were J. & P. Coates' spool cotton; he was present with Mr. T. B. Smith, at the examination, and concurs in all that he has said; witness is a whole sale dry goods merchant; we buy a great deal of this cotton, and never can buy it for less than 45 cents cash, or 47½ at 8 months credit, per dozen, here, or in N. York or Boston.

A. J. CREWS.

Sworn to, 11th May, 1848.

H. Y. GRAY, *D. C.*

E. B. Crews, sworn. Is one of the firm of Dick & Crews; sold the goods imported by Barnwell & Ravenel; the sale was made at public auction after due notice; the account sales shown him were verified (for copy do. see appendix, post.)

E. B. CREWS.

Sworn to, 11th May, 1848.

H. Y. GRAY, *D. C.*

(Bill of lading produced, see appendix, post.)

Friday, 12th May, 1848

In the register's office.

Present, Mr. Hunt and Mr. Lesesne.

4th claim.—A. Moffet and Son.

Mr. Lesesne introduced the bill of lading dated 9th September, 1847, for one case and one bale marked A. M. and S., 109, 110.

S. Thomas, sworn, says he assisted in appraising and examining the goods of Moffet and Son imported in the Martha; the goods were very wet; but one bale was examined; thinks the invoice and bill of lading were produced, and the goods were compared with the invoice

and the goods in the bale were the same as called for in the invoice; witness recommended they should be sold at auction; they were fine plaid worsted shawls, an article that seldom comes to this market unless expressly ordered for retail trade; he assessed the actual market value of the goods here, if sound, at 100 per cent. on their sterling cost.

Cross examined.

Judges that the expenses on the original cost are 50 per cent., and there remained 50 per cent.; for profit.

Examined in reply.

Says that out of the 50 per cent. set down as profit must be taken clerk hire, and ordinary expenses, and risks of the business; thinks the 100 per cent. is what the goods in a sound state would have brought here; witness cannot give the items of expenses as the duties, &c., vary with the character of the goods.

S. THOMAS.

Sworn to, 12th May, 1848.

H. Y. GRAY, *D. C.*

E. W. Bancroft, sworn. Assisted in appraising and examining the goods shipped to Moffet & Son; the bale seemed to be saturated with salt, the salt on the fine goods was very perceptible to touch and to taste; witness concurred in the recommendation that they should be sold at auction. We appraised them, supposing them to be in a sound state, at 100 per cent. on their sterling cost, as what they would be worth to Moffet & Son in their business.

Cross examined.

Don't consider that the goods were so much wet as penetrated with a salt moisture, which injures woollen goods very much; 50 per cent. for expenses and the residue for profit, making the actual profit about 33⅓ per cent.; witness bought some of the linens (Lambert's) at auction; thinks 14 cases, and all but 2 cases; they were not as much damaged as witness had supposed; thinks if he had imported that lot of linens he would have sold them at auction; some were very much damaged and some slightly; thinks they brought very high prices; the larger portion of these witness sold within thirty days; advertised them as damaged linens; has a few pieces left; the larger bulk of them were not spotted; witness don't think they were damaged by salt water, but by salt penetrating the pieces; has seen linens damaged by sea water, they resemble these in appearance. Witness is familiar with this kind of business; thinks Mr. Moffett's goods were very well sold at auction.

Examined in reply.

Witness sold these linens in his own shop; thinks the expenses of importation of such goods as Moffett's would rather exceed 50 per cent; can't give items.

E. W. BANCROFT.

Sworn to, 12th May, 1848.

H. Y. GRAY, *D. C.*

James Dick, sworn. Witness sold one bale of goods imported in the Martha by Moffett & Son; he produces his account sales, &c., (see copy in appendix;) the sale was regular according to the custom of auctions and duly advertised; there was a very good company and great competition, and they were thought to be well sold.

JAMES DICK.

Sworn to, 12th May, 1848.

H. Y. GRAY, *D. C.*

(Invoice produced; see appendix, post.)

5th claim.— W. & J. Adger.

Mr. Lesesne produces 2 bills of lading, all dated 7th September, 1847, &c. (see copies in appendix, post.)

Alex. Gordon sworn. Assisted in surveying and appraising the hardware imported in the Martha by Messers Adger; they were hoes, guns, cutlery, &c., all under the name of hardware; the survey was very soon after they were landed; witness compared the statement produced with the invoices and found it to correspond; some of the goods were damaged very much, varying from 10 to 90 per cent.; the statement contains a correct account of the damage; witness recommended the sale of the goods at auction, and appraised their wholesale value, in this market in a sound state; the value we put at 100 per cent. on the sterling cost of all the articles except the hoop iron, and the specific value of that at 6½ cts. per lb; witness has been engaged in the hardware business twenty four years as a principal and eight years as clerk.

Cross examined.

Thinks the expenses on these goods may be set down at an average of 75 per cent.; we valued the goods at what they would be worth to Mr. Adger here; thinks it was right to sell them at auction; they would have suffered much if allowed to remain in store; witness examined the goods personally and carefully; he compared the marks on the goods with those in the invoice and found them to correspond. He also examined all the calculations in the statement, and found them correct; has no doubt if the goods had been sound, Mr. Adger would long before this have realized 100 per cent. on the cost

ALEX. GORDON.

Sworn to, 12th May, 1848.

H. Y. GRAY, *D. C.*

Joel Stevens, sworn. Was associated with Mr. Gordon in the survey and appraisement of Mr. Adger's goods, and concurs fully in Mr. Gordon's testimony.

Cross examined.

Says the 100 per cent. on the sterling cost covers all expenses and leaves a small profit; the rate of the return duty is in proportion to the damage of the goods.

Examined in reply.

Witness says 100 per cent. would not cover the usual profit made by the importer; it would be a losing business on some articles; 100 per cent. is a proper allowance on an average.

JOEL STEVENS.

Sworn to, 12th May, 1848.

H. Y. GRAY, *D. C.*

(Auction sales and invoice produced. See appendix.)

15*th May*, 1848.

In the register's office.

Present, Col. Hunt and Mr. Lesesne.

6th claim.—Alexander Gordon's.

Joel Stevens, sworn. Bill of lading introduced, dated 30th August, 1847; specifies the different items, all marked G; witness assisted in surveying and appraising the hardware imported by Mr. Gordon about the time they were landed; he found them very rusty indeed; he decidedly recommended a sale of them at auction; estimated them at 5½ cents per pound, all around, if imported sound, and this they thought cheap.

Cross examined.

Never saw carron ware more rusted than these were; thinks the cause of their rusting must have been extensive and powerful.

JOEL STEVENS.

Sworn to, 15th May, 1848.

H. Y. GRAY, *D. C.*

John G. Milnor, sworn. Was the auctioneer who sold the iron ware imported by Mr. Gordon in the Martha; auction sales were produced and verified; the amount of weight of the iron was 13518 lbs.; the amount of sales was $211 86; the sale was in due form; they sold the articles by classes, and for the best prices they could get.

JOHN G. MILNOR.

Sworn to, 15th May, 1848.

H. Y. GRAY, *D. C.*

For invoices and bill of lading, see appendix, post.

7th claim.—W. L. Timmons.

For copies bills of lading and invoice, see appendix post.

F. J. Betts, sworn. Examined, surveyed, and appraised the articles imported by Mr. Timmons in the Martha; this was very soon after they were landed; they were damaged some more and some less; as a whole, they were so much damaged that he recommended a sale at auction; he appraised the hoop iron at 6½ cents per pound, if in a sound state;

the other articles they estimated at 100 per cent. on their sterling cost; they estimated 1 cask stock locks, marked W L T, 198, to be damaged 33⅓ per cent.; 3 casks hoes, 157, 161, 164, damaged 10 per cent.; 2 casks spikes, 172, 174, damaged 12½ per cent.; and 2 cases of guns, No. 6 and 200, damaged 75 per cent.; these articles were retained by Mr. Timmons.

[Mem.—Col. Hunt calls for a statement of what these articles actually sold for.]

Cross examined.

The guns were very badly damaged by salt water or salt; they were rusted in the inside; the rate of damage was estimated by their judgment, and was not tested by public sale.

F. J. BETTS.

Sworn to, 15th May, 1848.

H. Y. GRAY, *D. C.*

A. Gordon, sworn. Assisted in surveying and appraising goods imported by Mr. Timmons in the Martha; he concurs in all that Mr. Betts had said; their estimate of the rate of damage was made carefully and conscientiously.

Cross examined.

These estimates were not, it appears, in regard to some of the articles, tested by a sale at auction.

A. GORDON.

Sworn to, 15th May, 1848.

H. Y. GRAY, *D. C.*

Mr. E. B. Crews, sworn. Verifies the account sales; (for copy of which and of the invoices, see appendix;) the sale was in due form.

E. B. CREWS.

Sworn to, 15th May, 1848.

H. Y. GRAY, *D. C.*

May 16th, 1848.

In the register's office.

Present, Col. Hunt and Mr. Lesesne.

8th claim.—Dick and Crews.

Bill of lading produced; (see copy in appendix, post.)

Wm. G. Mood, sworn. Assisted in surveying and appraising the goods imported by Messrs. Dick and Crews in the Martha; the appraisement was made shortly after they were landed; the goods were apparently damaged, more or less damp; the goods were blankets; they found the goods already opened; generally they found them wet with water; they tasted them and they had a salt taste; the wrapping papers

2529.

were damp and indicated salt; he concurred in recommending them to be sold at auction; he appraised the goods; (for statement thereof see appendix, post;) they were appraised by the piece; witness is an importing dry goods merchant, and this season imported blankets of the same kind, and therefore knows the value of them.

They were appraised at the wholesale cash value, if sound, and he thought it a very moderate valuation; has had upwards of 20 years experience in this kind of goods.

Cross examined.

He examined each bale separately; found them damaged in different degrees; when he examined them it was a dry day; has no doubt that on a damp day they would have shown the wet more perceptibly; those bales that were most damaged, the pieces were damaged throughout, and must have taken much water to have wet them; they were perfectly saturated; he is satisfied a larger quantity must have fallen upon some than others; it would require a severe dripping to have wet them so much; they estimated the damage at 25 per cent.; they recommended a sale of all of them.

W. G. MOOD.

Sworn to, 16th May, 1848.

H. Y. GRAY, *D. C.*

Kearney Wagner, sworn. Is a clerk of Dick and Crews; witness (K. Wagner) verifies the account sales of Dick and Crews; they were in the usual form of auction sales, and after usual notice.

KEARNEY R. WAGNER.

Sworn to, 16th May, 1848.

H. Y. GRAY, *D. C.*

(Invoice here introduced; for copy of same, vide appendix, post.)

J. H. Taylor, sworn. Assisted to survey and appraise some blankets imported by Dick & Crews in the Martha; he assisted both the United States appraiser and the private surveyor in a survey of the goods; we found them wet; they appeared to be wet with salt water; they tasted them; they appraised them first for the custom-house; they recommended a sale at auction; they estimated the blankets at the wholesale market value, (the price by the bale,) if sound; they considered that the price they would have sold at. Is familiar with the value of such goods; has had an experience of about 20 years in dry goods.

Cross examined.

Has generally tested goods damaged by tasting them, and these goods tasted more salt than goods damaged by sea water usually do; some goods were more damaged than others, but they estimated the damage generally.

Mem. In the survey that witness made with the U. S. appraiser, he (witness) differed from him as to the amount of damage, but compromised with him in fixing upon 10 per cent., protesting at the time that, on a private and more particular survey, he should hold to his judgment of a damage amounting to 25 per cent.

JAMES H. TAYLOR.

Sworn to, 16th May, 1848.

H. Y. GRAY, *D. C.*

16*th May*, 1848—*continued.*

9*th claim.—Morton & Courtney's.*

(Bills of lading and invoices produced; for copies of same, see appendix, post.)

W. D. Gilliland, sworn. Assisted in surveying and appraising the hardware imported by Morton & Courtney in the Martha; found some of them very much damaged; some much more than others; they judged them to be wet with salt water; the packages were wet; recommended a sale at auction; they estimated them at the wholesale cash value, if sound. They appraised them to be worth, (see appendix, post,) $481 15.

(*Note.*—They do not claim on all; they retained some of the goods.)

Cross examined.

Some of the goods were thoroughly damp; the case of the steel was crusted with salt; it looked white and tasted salt; the chains were also much rusted; if they had been wet with sea water, and lay long in that state, they might have exhibited the same appearances; has been in the hardware business for 10 years; they estimated the damage of the steel at 75 per cent.; couldn't distinguish the damage, whether it accrued from sea water or any other solution of water and salt; the case of steel had been opened when he saw it; in some of the chains examined the centers; did not seem so much injured as the sides; he fixed the value because he has frequently purchased them here, and therefore knows their worth.

WM. D. GILLILAND.

Sworn to, 16th May, 1848.

H. Y. GRAY, *D. C.*

E. B. Crews, sworn. Sold at auction Morton & Courtney's goods, damaged in the Martha; he verifies the account sales (see copy in appendix.) The sales were in due form and after due notice.

E. B. CREWS.

Sworn to, 16th May, 1848.

H. Y. GRAY, *D. C.*

10*th claim.—James Adger & Co.*

(Bills of lading, invoices, and auction sales produced; for copies, vide appendix, post.)

Matthew Ogilvie, sworn. Assisted in surveying and appraising a part of the hardware imported by J. Adger & Co. in the Martha, soon after they were landed; some at Mr. Adger's store, and some at the appraiser's office; found them very much injured, apparently by salt; salt leaves a whitish crust, and salt water leaves a rust upon hardware; he is an importer and dealer in hardware; has an experience of 22 years in the business; the range of damage was from 33⅓ to 80 per cent. on the prime cost; the statement before him is correct, (for copy see appendix;) they estimated the goods at 100 per cent. on the prime cost; this would be the wholesale cash value; they considered that a conscientious valuation of the goods; they recommended a sale at auction.

Cross examined.

Has observed, frequently, the different appearances of goods damaged by salt, or by sea water; he saw one case of goods opened; the others were opened when he went there; some of the casks looked very well, and some of them had a white crust on their heads.

Adjourned.

17*th May*, 1848.

Mr. Ogilvie's cross examination resumed.

The valuation of 100 per cent. upon the prime cost will only pay the costs, charges, and expenses of landing them in Charleston; and this will hardly put the importer on the footing he had before the adventure; witness says that a profit of 10 per cent. upon the prime cost and charges would be a poor business; that 25 per cent. upon the prime cost and charges would be a reasonable profit in a retail sale of the goods.

At the time of this valuation, you could not have made up an assortment of similar articles in Charleston, to purchase them at 100 per cent. upon the prime cost; he thinks it was a fair medium valuation as between the ship and the parties importing.

The goods arrived here at a fair good season of the market, and continued so a month or two.

MATTHEW OGILVIE.

Sworn to, 17th May, 1848.

H. Y. GRAY, *D. C.*

F. J. Betts, sworn. Assisted Mr. Ogilvie in surveying and appraising the goods imported by Mr. Adger in the Martha; found them damaged; the damage ranged from 33⅓ to 80 per cent.; that is, they were deteriorated to that degree, upon the value of the goods, whatever that might be, had the goods been sound; he estimated the goods to be worth 100 per cent. on their prime cost; they considered the goods would be worth that amount here, their wholesale value; is engaged in the wholesale hardware business; recommended a sale at auction.

Cross examined.

It would hardly pay a hardware importer to sell at less than 25 per cent. on the cost and charges; he does not think the cost upon these

goods surveyed would amount to 100 per cent.; can't say positively what they would amount to; there is no doubt they were worth to the importer fully 100 per cent. The importer could not have replaced himself here, in purchasing a similar assortment of goods, at 100 per cent.; he might possibly do so in New York.

F. J. BETTS.

Sworn to, 17th May, 1848.

H. Y. GRAY, *D. C.*

E. B. Crews, sworn. Was the auctioneer who sold these goods of Mr. Adger; verifies the account [of] sales, (copy of which see appendix.) They were in the usual form of auction sales.

E. B. CREWS.

Sworn to, 17th May, 1848.

H. Y. GRAY, *D. C.*

2d claim of Jas. Adger & Co.

Goods imported for J. & S. Bones & Co.

Bill of lading, 7th September, 1847, of 34 casks of hardware, (these goods were not sold at auction.)

William Adger, sworn. Assisted in surveying and appraising goods consigned by the Martha to Jas. Adger & Co., on account of J. & S. Bones & Co.; they were hardware; found them more or less damaged; some so slightly they did not estimate the injury, some very badly, and some less severely; the rate of damage to the goods on which they made an allowance, ranged from 10 to 80 per cent.; the larger portion of them were damaged at about 20 to 25 per cent.

They considered 100 per cent. upon the sterling cost to be the cash wholesale value of the goods; they considered this to be an inside valuation, and not as much as the goods would probably have brought. The statement of the articles injured (see copy in appendix) they compared carefully with the original invoices.

Also of the 3d claim of J. Adger & Co , for goods consigned to them on account of John Bones. Witness examined these goods, and found them generally damaged, the rate of damage varied from 10 per cent. to 60 per cent.; appraised them on the same principle as the others. The statement of the damage (a copy of which is in appendix) was compared with the invoice and found to accord. These goods as well as those of J. & S. Bones were not sold here, but sent to the parties in Augusta.

WILLIAM ADGER.

Sworn to, 17th May, 1848.

H. Y. GRAY, *D. C.*

F. J. Betts, sworn. Assisted in surveying and appraising these goods along with Mr. W. Adger, and he fully concurs in what Mr. A. has said; some were appraised at Mr. Adger's store, and some at the custom-house. The U. S. appraiser was not present when they appraised the

goods. There were two distinct appraisements, one on the part of the merchants, and one with a view to the reduction of duties; he attended the latter along with the U. S. appraiser.

In appraising for a reduction of duties they made an average appraisement of the damage; but in appraising for the parties, they only estimated the injury to goods actually damaged.

Invoices produced, (for copy of them see appendix.)

F. J. BETTS.

Sworn to, 17th May, 1848.

H. Y. GRAY, *D. C.*

May 18th, 1848.

In the register's office.

11th claim. S. N. Hart.

(Bill of lading, invoice, auction sales, &c. produced, for copy of them, see appendix.)

Simeon Hyde, sworn. Assisted in surveying and appraising goods imported by S. N. Hart in the Martha; they were hardware; he is engaged in the wholesale hardware business himself; found them damaged; some of them badly, so as materially to injure their sale; the rate of damage ranged from 25 to 75 per cent.; recommended a sale at auction; most of the goods were appraised to be worth, if sound, 100 per cent. on the prime cost; they were examined with reference to the invoices; they considered this an inside valuation at which one would not like to import goods to sell; this was put down as the wholesale cash value.

Cross examined.

Surveyed the goods at Mr. Hart's store; the different kinds of goods were surveyed separately; Mr. Strohecker was with him; some of the packages were damaged throughout, others had some pieces more or less damaged; when he says they are worth 100 per cent. on their prime cost, he means they are worth that to the importer; he does not mean that the costs and charges amount to so much; they cost about 75 per cent. on an average to import them, some cost a great deal more. Witness was also on the custom-house survey of the goods with a view to the reduction of duties; they estimated the rate of damage at about the same degree, both in the custom-house and the private survey. (Statement of valuation, for copy of same, see appendix.)

SIMEON HYDE.

Sworn to, 18th May, 1848.

H. Y. GRAY, *D. C.*

H. F. Strohecker, sworn. Assisted Mr. Hyde in surveying and appraising goods imported by Mr. Hart in the Martha, and concurs in the foregoing testimony of Mr. Hyde in nearly every particular; he was not on the survey with the United States' appraiser.

H. F. STROHECKER.

Sworn to, 18th May, 1848.

H. Y. GRAY, *D. C.*

S. N. Hart's claim—Continued.

A. Tobias, sworn. Verifies the account sales at auction, (for copy see appendix;) the goods he sold as Mr. Hart's, imported in the Martha; they corresponded with the invoice. The sales were in due form of auction sales.

Cross examined.

Some of the goods were badly damaged, the greater part, in amount *were* ; some of the articles are in his store yet, not called for; considers he made a good sale of them for damaged goods.

A. TOBIAS.

Sworn to, 18th May, 1848.

H. Y. GRAY, *D. C.*

No. 12.—*Claim of Watson, Johnston & Co.*

May 18th, 1848.

Bills of sale, invoices, and auction sales produced; (for copies of which, see appendix.)

James Ravenel, sworn. Assisted in surveying and appraising goods imported by Watson, Johnson & Co., in the Martha; they were dry goods; they appraised them at the wholesale cash value, if sound; the statement before him is correct, (for copy see appendix, post.) From his knowledge of the articles he considers this a fair valuation, a minimum one; doubts very much whether the importer could have supplied himself with such goods as these at such prices here; they had the invoice book with them, and the goods corresponded with those in the invoices; saw that they were all damaged; did not estimate the rate of damage; they were so much injured that he concurred in recommending a sale at auction.

Cross examined.

He examined them at Watson & Johnston's store; the wrappers were removed and the goods could be seen; some of the outside folds were damp; thinks the costs and charges, exclusive of the duty, on such goods would be about 40 per cent., but he does not speak with exactness; the duty is about 25 per cent. on wool and cotton goods, and 30 per cent. on woollen; some of the charges are also dutiable charges.

JAMES RAVENEL.

Sworn to, 18th May, 1848.

H. Y. GRAY, *D. C.*

Wm. Naylor, sworn. Assisted in surveying and appraising goods imported by Messrs. Watson and Johnston, in the Martha, along with Mr. Ravenel; also assisted the U. States appraiser in appraising them with a view to the reduction of duties; found them very much damaged with salt brine; they were woollen goods; they appraised them at the cash wholesale value in this market, if sound, and according to his knowledge of goods; has had an experience of 30 years as a wholesale

dry goods importer. (A copy of their statement is to be found in appendix, post.) He considers it an extremely low valuation; he don't think he could replace them here at that price; they compared them with the invoices.

Cross examined.

The survey was at Watson & Johnston's store; they opened the bales and examined the pieces; he saw the goods several times; on a dry day they would be dry and the salt crusted; on a damp day they would be wet; they valued them at what they were worth in the market; the average cost of importation of such goods would be about 75 per cent. on prime cost. They examined the goods with a view to express their value in this market at the time, and without stating a per centage upon their prime cost. They usually insure the goods by the package.

WM. NAYLOR.

Sworn to, 19th May, 1848.

H. Y. GRAY, *D. C.*

E. B. Crews, sworn. Was the auctioneer who sold these goods of Watson & Johnston's; verifies the account sales, &c.; the marks on the account sales correspond with those of the invoices and with the marks on the goods; this remark applies to all the goods sold by them out of the Martha.

Cross examined.

Every piece of goods he had in his hands was damaged—pretty damp; thinks that they sold very well, considering their condition; a good company was present, and it was in an early stage of the season, and the goods selling pretty well; if they had been sound, they would have brought considerably more; some few pieces of the goods then sold were sent back to them to resell, and they could not get the same prices; some pieces showing the damp and injury subsequently more than they did at the first sale, and some of the pieces are still on hand.

E. B. CREWS.

Sworn to, 18th May, 1848.

H. Y. GRAY, *D. C.*

Watson & Johnston.

No. 13.—*Claim of Roosevelt, Hyde & Clark.*

May 19, 1848.

Bill of lading, invoice, survey, and auction sales produced; (for copies of them, see appendix.)

W. C. Courtney, sworn. Assisted Mr. Gilliland in appraising some goods imported by the above named firm in the Martha; the goods were hardware; a portion of it, which was cutlery, was not injured; the part of it which was damaged they estimated the damage at about 20 per cent. on the cutlery, and 75 per cent. on candlesticks; they appraised

the goods at what they thought them worth here if sound; this appraisement is founded on what he usually gets for such goods selling at a wholesale or jobbing sale.

The numbers in the statement (see appendix) correspond with the marks on the goods.

Cross examined.

The candlesticks were badly damaged.

W. C. COURTNEY.

Sworn to, 19th May, 1848.

H. Y. GRAY, *D. C.*

Roosevelt, Hyde & Clark.

H. F. Strohecker sworn. Assisted Mr. Hart in surveying and appraising some goods imported by Messrs. Roosevelt, Hyde & Clark; they were badly damaged; so much so, that he recommended a sale at auction; they appraised them at what they would be worth here if sound; (see copy of appraisement in appendix;) he considers this an inside valuation. They had the invoice book; the marks on the statement correspond with those in the invoice book; witness is engaged in the hardware business.

Cross examined.

They considered the value of the goods without reference to the invoice, and they put their value at 100 per cent. on the prime cost; a good many of them would have to pay more than 25 per cent. additional upon the prime cost to make a profit. Witness had a small importation aboard of this vessel; he suffered some loss, but the amount was so small he made no claim.

H. F. STROHECKER.

Sworn to, 19th May, 1848.

H. Y. GRAY, *D. C.*

S. N. Hart, sworn. Assisted Mr. Strohecker in making the appraisement to which he has just testified; they, the goods, were all more or less damaged, so much so that he recommended a sale at auction. They appraised them at 100 per cent. on their prime cost; he considers this a moderate valuation; if sound, they would have brought the importer more than that. Witness is engaged in the hardware business.

S. N. HART.

Sworn to, 19th May, 1848.

H. Y. GRAY, *D. C.*

E. B. Crews, sworn. Sold the goods of Messrs. Roosevelt, Hyde & Clark; verifies the account sales; (see appendix, post.) They had a copy of the invoices, and the marks on the packages corresponded.

E. B. CREWS.

Sworn to, 19th May, 1848.

H. Y. GRAY, *D. C.*

No. 14.—*S. Mowry & Son's claim.*

Bills of lading, invoice, statement of valuation, auction sales, &c., produced; and for copies of them see appendix.

T. Tupper, sworn. Assisted in appraising some guns imported by this firm in the Martha; the marks in this statement correspond with those of the invoice; some of the guns were rusted, some did not seem so to him; but he is not familiar with these goods; he left this to Mr. Adger; he submitted to estimating them at 100 per cent on the prime cost; he himself does not know what per centage they should bring; they put down the rate of damage at 35 per cent.

Cross examined.

Some of the goods had only the woollen wrappers damp; but the guns (some of them) did not show damage; as to the other guns, some were rusted, and their value in the market injured; he thinks goods should be estimated at what they would bring in market if sound; they recommended a sale.

T. TUPPER.

Sworn to, 19th May, 1848.

H. Y. GRAY, *D. C.*

J. E. Adger, sworn. Assisted Mr. Tupper in appraising the goods above referred to; is engaged in the hardware business; some of the guns were rusted, and some of them had the wrappers damp, and the papers around the barrels and the guns would show damage in a short time when exposed to the air; they appraised the damage at an average of 35 per cent.; they appraised the goods at 100 per cent. (if sound) upon their prime cost; he thinks the guns were worth more than that; they would realize more than that; his experience has taught that such goods would be worth 100 per cent. on their prime cost; he also assisted in surveying and appraising a cask of vices; they found them all damaged, more or less; they assessed the damage at 25 per cent.; they appraised them as worth 100 per cent. on their prime cost.

Cross examined.

He examined the vices alone; Mr. Timmons examined them afterwards, and concurred with him.

J. ELLISON ADGER.

Sworn to, 19th May, 1848.

H. Y. GRAY, *D. Clerk.*

Monday, 22d May, 1848.

In the register's office.

S. Mowry & Son's claim.—Continued.

A. Tobias, sworn. Was the auctioneer who sold the damaged goods consigned to Geo. Robertson, by the Martha, according to this state-

ment; (see appendix post;) this is a correct copy of the account sales according to the invoice which he had before him; it was a regular sale according to the custom of auction sales; he opened the packages and examined them; they were all injured, but some slightly; the guns, if but little injured, are much affected as to the prices they will bring; they were sold singly with an option to take several at the same bid; he had a gunsmith to fix the stocks on, and make them look sightly.

Cross examined.

Considers that they sold well for their condition; they sold pretty well, for the season was good, and there was a good company present; those that were slightly damaged had a little rust on the barrels.

A. TOBIAS.

Sworn to, 22d May, 1848.

H. Y. GRAY, *D. C.*

Monday, 29th May, 1848.

In the register's office.

No. 15.—*Claim of Southwestern Railroad Company.*

(Bills of lading, invoices, statement of duties abated, &c., produced in evidence; for copies, see appendix, post.)

James M. Stocker, sworn. When he first originally examined this railroad iron, he thought the damage was about 25 per cent.; and last week he surveyed it again, and thinks it still damaged to about that extent; at the former survey he thought it only a nominal survey, and yielded to Mr. Cobias' estimate of the damage at 37 per cent., not thinking it would be the basis of a claim against the vessel; last week, when he examined it, found it corroded and could scrape off rust about one-sixteenth of an inch; the rust had progressed since the first survey; and that on the first survey he had presumed upon its increasing to corrode and injure the iron with time, which anticipation he now finds confirmed.

Cross examined.

Thinks that if it had been entirely immersed in salt water, it would have rusted over; but this when he first saw it was scabbed over; if some of the bars had been wet, the drip upon the bars, which were previously dry, might have affected and corroded them in spots; did'nt notice any bars that were rusted fore and aft; there might have been some; they did not pull the piles to pieces; they judged from the bars outside as to the condition of those within; they did not see any iron which showed marks of its having been immersed in salt water; they did not look at it with such expectation, or they might have seen some such marks of its submersion in water.

JAMES M. STOCKER.

Sworn to, 29th May, 1848.

H. Y. GRAY, *D. Clerk.*

Stephen M. Fox, sworn. Identifies, testified to by Mr. Stocker, as the same iron he examined and is testifying about; witness is a civil engineer; has been acquainted with railroads and railroad iron about 20 years; the iron was much rusted; he examined it in piles, without pulling them to pieces, and he estimated the damage at about 30 per cent.; is acquainted with the construction and operation of railroads; has bought a good deal of iron, and thinks himself competent to judge of its value; in purchasing that iron he would think it worth 30 per cent. less than its value, if sound; he examined this iron about two weeks ago; he examined it generally, and satisfied his own mind as to the degree of the damage.

Cross examined.

Does not observe much difference between this iron and the iron which is frequently imported rusted, except it was more damaged; this had lost its scales; he thinks there was nothing in the appearance of this iron which might not have come from long and repeated wetting in salt water; if iron has been exposed to the action of salt water, and the scale has worn off by exposure to the atmosphere, the decomposition of the iron will go on very rapidly afterwards; most of the iron which comes out here rusted has the black scale on, but is discolored.

Examined in reply.

It was very generally rusted throughout the bars, and even on the ends; has never in his experience known but one cargo of iron as much rusted as this, and that was relinquished by the R. R. company; has never examined any other cargoes imported by this company.

S. MOYLAN FOX.

Sworn to, 29th May, 1848.

H. Y. GRAY, *D. C.*

Tristam Tupper, sworn. Examined this iron in company with the custom-house appraiser; he examined it in the same way as the preceding witnesses; he estimated the damage at 25 per cent., which is the same allowed by the custom-house in the abatement of duties; has found that iron rusted by salt water is injured chiefly by its effect upon the wheels of the cars, and not by weakening the bars themselves; has been director or president of the railroad for about 20 years; was president for 6 years, and consequently ought to be well informed in these matters; and he thought this iron was not worth as much as sound iron by about 25 per cent.; he examined it some short time (say 2 or 3 weeks) after its arrival; never surveyed it but that once.

Cross examined.

Thinks the 25 per cent. damage would have been to the wearing of the wheels; thinks the injury would increase by the iron's lying by without being laid; some of it was wet throughout uniformly, and

some of it in spots; his impression at the time was that it had been wet by sea water; has frequently seen iron before which was rusted by sea water, either before or after being loaded; saw nothing in this that would preclude the supposition of its having been wet by salt water; does not think it unreasonable if some of this had been wet in the lighters to charge the damage to that cause; has been on several surveys, and frequently put the same assessment of damage upon them as this, i. e. 25 per cent.

TRISTRAM TUPPER.

Sworn to, 29th May, 1848.

H. Y. GRAY, *D. C.*

May 30th, 1848.

Mr. T. H. Waring, sworn. A paper shown to him proved to be the original invoice; knows the signature, "Palmer, McKillip, Dent & Co.;" it is that of a house with which the Railroad company has had frequent dealings for a number of years; witness is auditor of the company, i. e. treasurer and book keeper; the amount therein stated has been settled by the company; the amount by this invoice covers the insurance.

T. H. WARING.

Sworn to, 30th May, 1848.

H. Y. GRAY, *D. C.*

Henry Cobia, sworn. Was one of the original surveyors of the iron shipped by the Martha soon after it was landed; they then assessed the damage at 37 per cent.; the rust has increased since; and on his second examination (about 20 days ago) he found the iron in a worse state; he could scrape it off in scales with his knife; and he thinks it damaged now about 45 per cent.; the iron scales off by reason of the corrosion, which keeps eating down.

Cross examined.

He examined it closely at this examination; it was damaged pretty generally; the iron was not under cover; he don't think the exposure to the air, &c., has helped to hurt it, because he has seen iron that has been there a much longer time, which is in good condition; can't see any distinctive marks in the injury to this iron from that which he has seen in other iron which was damaged; can't tell by the looks whether the damage came from sea water or from salt and water.

When he first estimated the damage at 37 per cent. he calculated the corrosion would go on increasing, but he found that the rust and scales had increased much faster than they had thought; if the fact were that the iron had been immersed in salt water before loaded in the ship, he does not think it strange it should have shown the marks of rust and injury which it did present.

2635.

Examined in reply.

He has seen one lot in the Railroad company's yard he thinks worse injured than this by the voyage; never saw but this lot as much injured as was the iron by the Martha; the injury in this case was to an unusal degree; all of it appeared more or less injured throughout the lot.

HENRY COBIA.

Sworn to, 30th May, 1848.

H. Y. GRAY, *D. Clerk.*

George Lythgo, sworn. Has been for some years superintendent on the railroad; has seen a great deal of iron; and has inspected the decay of iron for 14 or 15 years on the road; has examined the lot of iron in the yard, shown to him as having come in the Martha; he should say that the actual damage now apparent is about 25 per cent., not less than that, though there is no saying how much the damage may turn out to be; the probability is, that if it lies where it is exposed to the air, the damage will increase; it would not be so likely to rust if it were run over; there is not more than a half-inch on the T iron which can be worn away without leaving the bar useless for road purposes; this iron now scales off (much of it) a one-sixteenth part of an inch; and there is probably another one-sixteenth decaying under it, so that one-eighth part of an inch will make a very large damage to the iron; thinks the damage shown amounts to at least 25 per cent., and would certainly increase till the roughness was worn away.

Cross examined.

He saw the iron yesterday; he then thought the damage to be 25 per cent.; saw it in bulk; don't know whether this is all of the iron by the Martha; there were 2 piles, about probably 800 bars in each pile; they have not used T iron long enough upon the road to test how long it would take to wear away the half inch upon the top.

Examined in reply.

This iron was more injured than any that he ever saw, except one lot of 90 bars; and he don't know whether these 90 bars were part of the Martha's cargo; these 90 bars were sent to be laid on a turn out, and they were so bad, that if the Martha's is of the same parcel, he would not recommend them to lay it [at] all.

No iron, since the road was built and first laid, has come to the company which he has not supervised, (except that for the Camden road, with which he is not acquainted.)

GEO. B. LYTHGOE.

Sworn to, 30th May, 1848.

H. Y. GRAY, *D. C.*

May 31*st*, 1848.

Mr. T. H. Waring (recalled) completed his testimony by fixing the rate of exchange at the time of purchasing the iron at 9 per cent.

T. H. WARING,
H. Y. GRAY, *D. Clerk.*

Wednesday, June 21*st*, 1848.

In the clerk's office.

The claim of the South Carolina Railroad Company.

Present, Mr. Hunt and Col. Hayne.

Testimony on the part of the respondents.

Capt. Charles Blake, sworn. The iron which he saw at the railroad depôt was pointed out to them as the iron by the Martha, by a man having charge of the iron at the railroad; a part of this iron seemed more rusty than the rest; on this, the most rusty, they estimated the damage at 25 per cent.; the most rusty portion was about one-third part of the whole lot; on the rest of the iron the damage was estimated at 10 per cent.; they used the test of a rasp to see how deep the rust went, and found it to be only a surface rust; this was the case of a larger portion of the iron, and as far his judgment goes, the iron might be used for railroad purposes; he saw other lots there which seemed as much damaged; the larger portion of this seemed as good as the mass of iron in the yard.

Cross examined.

Did'nt turn over the iron; it was piled up; you could'nt see the underneath bars, except the ends; there was a pile of this iron separate from the rest, and about one-third of the whole lot, which he thought damaged 15 per cent. more than the other two thirds; he thinks the balance of two-thirds was in one pile, or else two piles very near together; the smaller pile was probably one-fourth of the size of the larger one; as to the degree of the injury he went by his own observation; and as to the number of bars thus injured he went by the statement of Mr. Rich; the smaller pile was not half as large as the big one; may have been one-third or one-fourth; the two piles were separated probably 20 feet apart, perhaps more; witness has no knowledge of railroads or railroad iron; the rust was only a surface rust; can't measure the damage which would accrue to the cars, &c., but considers the estimate he has made of damage enough to cover all injury; his occupation was formerly connected with the sea; and subsequently in mercantile pursuits, in Charleston, and port warden.

Examined in reply.

The iron was piled up straight, one on top of the other; a pass or two of the rasp would clear the surface rust off; it didn't appear to have eaten into the bars; this examination was June 2d, 1848.

CHS. BLAKE.

Sworn to, 21st June, 1848.

H. Y. GRAY, *D. C.*

Also, for the respondents, James English, sworn. He attended this examination; the keeper of the depôt pointed out two piles of iron said to be by the Martha, and marked Martha; they were a few feet apart; the piles were laid in bars across each other; one pile about 2 feet high, and one pile 4 feet; the large pile was a little rusted with a brown crust, but no flakes; we had a blacksmith's file which smoothed it off at once; he believes a good hard oak broom would have cleared it off; the smaller pile had a thin scale all over it, thick as his spectacles; examined many piles in the yard, most of them had a brownish crust, like the larger pile of this iron; in the larger pile it looked like dust over it; no scales; in the smaller pile the scales were all over, inside and outside, and even in the grooves; has had considerable to do with railroad iron for a few years, and thinks this larger pile could be used advantageously; thinks this small pile had the same appearance as iron which had been immersed in water; he has saved iron from the water which had a similar appearance to this; he thought from the appearance of the piles that one was twice as large as the other.

Cross examined.

He spoke of bidding against the Railroad company for some damaged iron for which he bid $61, and the Railroad company bid 62; good iron then was worth ninety $90 per ton; the iron referred to was bought by Col. Gadsden, he believes, for a Georgia railroad company; and this iron was about as much damaged [injured] as the small pile of the Martha's iron; the larger pile brushed off with a little oil upon it, was fit for any kind of work, and no one could tell it had been hurt; we walked round and round the pile, without removing the bars; there were about 25 piles of iron about the yard, and, except one, the large pile was as good as any; has known machinery a long time, and knows the value of smooth surfaces in iron; witness himself sold a lot of iron at $62 to Col. Gadsden for the railroad company in Georgia, about as much injured as the small pile of this iron; thinks it was in 1846; the iron was out of a vessel that had been stranded; it lay under water for 6 months, and he had it on the wharf for sale for 7 or 8 months; that iron, if in good condition, would have been worth $90.

JAMES ENGLISH.

Sworn to, 21st June, 1848.

H. Y. GRAY, *D. C.*

Thursday, June 22d, 1848.

In the clerk's office.

For the respondents, James Jeffords, sworn. Attended at the examination of the iron with Captains Blake and Ross, Mr. English, and Rich; there were 2 piles of iron, marked in chalk Martha; in the small pile the chief injury was to the lower bars; there were scales on some of the lower bars about one-thirty-second part of an inch thick, and run the length of the bar; the upper bars of this pile had some incrustations; should'nt say that more than one-half of this pile was

damaged; the larger pile was 2 or 3 tier of bars higher than the small one; the lower bars of this pile had some slight incrustations of rust throughout as far as he could see; and upon the top tier could see some of the natural bluish cast of the iron; this bluish cast is given to the iron by rolling, not by beating or by coloring; this is a scale natural to the iron from rolling; after exposure this bluish scale will come off with a hammer; the iron was tested with a file, the rust was slight; should say seven-eights of the large pile was good, fit for railroad purposes; witness is a blacksmith and knows a good deal about manufacturing and handling of iron, and how much rust will injure it; he considered, himself, that 5 per cent. on seven-eighths of the large pile, and on the other one-eighth considered 10 per cent. would cover the damage; and on the smaller pile he thought an average of 15 per cent. would meet the damage; witness thinks that from the exposure of the iron in the railroad yard that the lower bars must necessarily be rusted; should think the larger pile was about 14 tier of bars, and the less about 11 or 12 tiers.

Cross examined.

The iron which witness works is also of the same kind as this iron; iron, in his shop, injured like this, he would consider damaged to the per centage above stated, i. e. as to its market value with blacksmiths; has travelled much upon railroads; in iron rounded like this, the injury to it by rust was not such as to affect the wheels of the cars, or at most not 1 per cent. more than would accrue to them from ordinary railroad iron.

JAMES JEFFORDS.

Sworn to, 22d June, 1848.

H. Y. GRAY, *D. C.*

For the respondents, Capt. James Ross, sworn. Attended the examination of this iron with the 3 witnesses above; the two piles were separate about a yard; the lower tiers were rusted close to the ground; the bars were rusted promiscuously throughout the piles; some of the bars were rusted in one part, and some in another; on filing, the rust came off and left no holes; there were on the 1st pile 788 bars, and on the 2d pile 811; could see no difference in the degree of damage in one pile over the other; some bars were much more injured than others; the badly injured bars they estimated the damage of at 25 per cent., and the rest less, or little injured, at 10 per cent.; but can't say how many, or *were* proportion were badly injured, and how many were less injured.

Cross examined.

Taking the whole lot together, thinks 20 per cent. would be a large allowance for damage; has no knowledge of the effect of rust upon the wheels of the cars, and didn't take it into consideration.

JAMES ROSS.

Sworn to, 22d June, 1848.

H. Y. GRAY, *D. C.*

Claim of Lambert & Brother.

KIDDERMINSTER, *7th August*, 1847.

Messrs. Lambert & Brothers, Charleston:
Bo't of Pardoe, Hoomans & Co.,
Carpet Manufacturers & Worsted Spinners,
(Duplicate.) Warehouse in London, 20 Skinner street.

				£	s.	d.
4 ps. extra tapestry,	No. 1, No. 6, $\frac{2}{45}$, $\frac{2}{45}\frac{1}{4}$	180½	270½ *a* 4s.9	64	4	10
2 " " "	No. 6, " 3, 45 ea.	90				
Pattern $\frac{2}{4}$ border,	" 16, 1	1½	*a* 3s.2		4	9
	D'ble wrapper and cord	- - -			9	00
[L] B † 30				£64	18	7

SEAPATRICK, *30th August*, 1849.

Messrs. Lambert & Brothers,
Bo't of F. W. Hayes:

[H] † 64	156.	16 pieces $\frac{7}{8}$ linen	465 *a*	9½	£18	8	1		
	7.	11 " " "	318	10½	13	18	3		
	158.	$\frac{11}{38}$ " " "	316½	11½	15	3	3	£47	9 7
† 65	159.	28 pieces $\frac{7}{8}$ linen	805½	13½	-		-	45	6 2
† 66	160.	40 ps. $\frac{4}{4}$ demi linen	588½	11	-		-	26	19 5
† 67	161.	50 ps. $\frac{4}{4}$ demi linen	725	12½	-		-	37	15 2
† 68	162	15 ps. $\frac{4}{4}$ linens -	399½	10½	17	9	7		
	163.	$\frac{15}{38}$ " " " -	398	11½	19	1	5	36	11 0
† 69	164.	15 " " " -	398	12	-		-	19	18 0
	165.	15 " " " -	402	13	-		-	21	15 6
† 70	166.	24 " " " -	689	11½	-		-	33	0 9
† 71	167.	32 " " " -	919	12¼	-		-	46	18 2
† 72	168.	3 " $\frac{12}{4}$ sheeting	104	$\frac{8}{16}$	-		-	19	18 8
	169.	2 " " " -	72	$\frac{4}{2}$	-		-	15	0 0
	170.	1 " " " -	34½	$\frac{4}{6}$	-		-	7	15 3
								£358	7 8

SEAPATRICK, *5th September*, 1847.

Messrs. Lambert & Brother,
[H] Bo't of F. W. Hayes:

73	317	28	pieces $\frac{4}{4}$ linen	792 *a*	12¼	£40	8 6
74	318	24	" " "	674 "	13	36	10 2
75	318	28	" " "	798 "	13	43	4 6
76	319	28	" " "	789 "	14	46	0 6
77	319	32	" " "	930¼ "	14	54	5 7
78	320	28	" " "	800¼ "	15	50	0 7

79	321	28	pieces ¼ linen	790 *a* 16	£52	13 4
80	322	28	" " "	783 " 17½	57	1 10
81	323	12	" " "	342 " 19	27	16 0
"	324	12	" " "	340½ " 21	29	15 10
"	"	7	" ¾ towelling	423 " 6	10	11 6
					£447	13 10

Shipped in good order and condition, by John H. Ker & Co., in and

F. I.

[H] 64 81 meas't 131 7 *a* 25s. upon the good ship or vessel called the Martha, whereof Rich is master, for this present voyage, and now lying in the port of Liverpool, and bound for Charleston, eighteen boxes merchandise, being marked and numbered as per margin, and are to be delivered in the like good order and condition, at the aforesaid port of Charleston, (all and every the dangers and accidents of the seas and navigation, of whatsoever nature or kind, excepted,) unto Messrs. Lambert & Brother, or to their assigns, he or they paying freight for the said goods at the rate of twenty-five shillings per ton measurement, at 4 80 to the pound, with five per cent. primage and average accustomed.

£4 2 2
4 1
£4 6 3

In witness whereof the master or purser of the said ship or vessel hath affirmed to three bills of lading, all of this tenor and date, the one being accomplished, the rest to stand void. Dated at Liverpool, this 6th day of September, 1847.

Contents unknown to

RICH'D RICH.

[B]L. †30 4s.2, 3s. 2s.3 28s. 2
L & B. 1 box 21s.7, 1s.4 1s.2 33s. 7
" 2 boxes 21s.7, 1s.3 1s.2 29s. 2
90s.11 *a* 20s.

2 5 5
2 3
£2 7 8

Shipped in good order and condition by Brown, Shipley & Co., of Liverpool, in and upon the good ship or vessel called the Martha, whereof Rich is master for this present voyage, now lying in the port of Liverpool, and bound for Charleston, two boxes and one bale coarse woollens, being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid port of

Charleston, (all and every the dangers and accidents of the seas and navigation of whatsoever nature and kind excepted,) unto Messrs. Lambert & Brother, or to their assigns; he or they paying for the said goods at the rate of twenty shillings, British sterling, per ton, of forty cubic feet for coarse woollens, &c., with five per cent. primage and average accustomed, payable at the rate of 4 dollars and 80 cents per pound sterling.

In witness whereof the master or purser of the said ship or vessel hath affirmed to three bills of lading, all of this tenor and date, one of which being accomplished, the rest to stand void. Dated at Liverpool, this 7th day of September, 1847; weights and contents unknown to

RICH'D RICH.

STATE OF SOUTH CAROLINA,
City of Charleston.

We, the undersigned, James H. Taylor and Sidney S. Howell, dealers in dry goods, and residents of the city of Charleston aforesaid, do hereby certify, that, at the request of Messrs. Lambert & Brother, we did on November last, carefully examine and survey eighteen cases of linens as mentioned and described on the other side, which were shown to us as having been landed from the ship Martha, Richard Rich, master, on her late arrival at this port from Liverpool; that we found the whole of the said linens to be wet, damaged by salt dampness,* and we concurred in recommending an early sale thereof at public auction, for account of whom it may concern.

Witness our hands at Charleston aforesaid, the third day of December, in the year 1847.

JAMES H. TAYLOR,
S. S. HOWELL.

Be it known, that on the twenty-sixth day of February, in the year of our Lord one thousand eight hundred and forty-eight, before me, William B. Heriot, a notary public, duly commissioned and sworn under the authority of the said State, and dwelling and practising in the city of Charleston aforesaid, personally came E. W. Bancroft, W. H. Gilliland, and Jonathan Bryan, junior, above named, who being duly sworn according to law, did severally declare and say that the facts set forth in the foregoing certificate, signed by them, are all strictly true.

In testimony whereof I have hereunto set my hand and notarial seal, at Charleston aforesaid, the day and year last mentioned.

[L. S.]

WILLIAM B. HERIOT,
Notary public.

*The linens were not only damp but some of them were saturated with water.
J. H. TAYLOR.

Specification of the goods within mentioned and surveyed, damaged on board ship Martha, on the voyage from Liverpool to Charleston, consigned to Lambert & Brother.

Mark, Nos., and description of packages.	Goods damaged.			Invoice cost.	Total.
[H] † 64	156, 16 pieces ¾ linens,	465 *a* 9½	18 8 1		
	7, 11 " ⅞ "	318 *a* 10½	13 18 3		
	158, 11 " ⅞ "	316½ *a* 11½	15 3 3		
				47 9 7	
65	159, 28 " ⅞ "	805½ *a* 13½	.....	45 6 2	
66	160, 40 " 4-4 demi linen,	588½ *a* 11	.....	26 19 5	
67	161, 50 " " "	725 *a* 12½	.....	37 15 2	
68	162, 15 " " linens,	399½ *a* 10½	17 9 7		
	163, 15 " " "	398 *a* 11½	19 1 5		
	30			36 11 0	
69	164, 15 " " "	398 *a* 12	19 18 0		
	165, 15 " " "	402 *a* 13	21 15 6		
	30			41 13 6	
70	166, 24 " " "	689 *a* 11½	.....	33 0 9	
71	167, 32 " " "	919 *a* 12¼	.....	46 18 2	
72	168, 3 " 12-4 sheeting,	104 *a* 3-10	19 18 8		
	9, 2 " " "	72 *a* 4-2	15 0 0		
	170, 1 " " "	34½ *a* 4-6	7 15 3		
	6			42 13 11	358 7 8
	Amount forward,		.....	.....	358 7 8
[H] † 73	317, 28 " 4-4 linen,	792 *a* 12¼	.....	40 8 6	
74	318, 24 " " "	674 *a* 13	.....	36 10 2	
75	318, 28 " " "	798 *a* 13	.....	43 4 6	
76	319, 28 " " "	789 *a* 14	.....	46 0 6	
77	319, 32 " " "	930½ *a* 14	.....	54 5 7	
78	320, 28 " " "	800½ *a* 15	.....	50 0 7	
79	321, 28 " " "	790 *a* 16	.....	52 13 4	
80	322, 28 " " "	783 *a* 17½	.....	57 1 10	
81	323, 12 " " "	342 *a* 19	.....	27 16 0	
	324, 12 " " "	340½ *a* 21	.....	29 15 10	
	7 pieces ⅞ towelling,	423 *a* 6	.....	10 11 6	
					448 8 4
	Nett sterling cost.....		.....	.....	806 16 0
	Add 75 per cent. advance...		.....	.....	605 2 0
					£1411 18 0
	Reduced to dollars at 4-6 per $				
	Cash value of the linens above mentioned, if sound		.....	.....	$6,275 11

A.

STATE OF SOUTH CAROLINA,
City of Charleston.

We, the undersigned, E. W. Bancroft, W. H. Gilliland, and Jonathan Bryan, jr., dealers in dry goods, and residents of the city of Charleston aforesaid, do hereby certify, that at the request of Messrs. Lambert and Brother we did, on November last, carefully examine and survey eighteen cases of linens, as mentioned and described on the foregoing page, which were shown to us as having been landed from the ship Martha, Richard Rich, master, on her late arrival at this port from Liverpool, damaged on the voyage of importation. And we do further certify, that if the said linens had been landed in a sound and merchantable state, they would be worth in this market, at the present time for cash, seventy-five per cent. advance on the nett sterling cost.

Witness our hands at Charleston aforesaid, the third day of December, in the year 1847.

E. W. BANCROFT,
JONATHAN BRYAN, JR.
W. H. GILLILAND.

Be it known, that on the twenty-sixth day of February, in the year of our Lord one thousand eight hundred and forty-eight, before me, William B. Heriot, a notary public, duly commissioned and sworn under the authority of the said State, and dwelling and practising in the city of Charleston aforesaid, personally came E. W. Bancroft, W. H. Gilliland, and Jonathan Bryan, jr., above named, who being duly sworn according to law, did severally declare and say, that the facts set forth in the foregoing certificate signed by them are all strictly true.

In testimony whereof I have hereunto set my hand and notarial seal, [L. S.] the day and year last above mentioned.

WILLIAM B. HERIOT,
Notary Public.

B.

The STATE OF SOUTH CAROLINA,
City of Charleston.

We, the undersigned, James H. Taylor and William Howland, dealers in dry goods, and residents of the city of Charleston aforesaid, do hereby certify and make known, unto all whom it may concern, that at the request of Messrs. Lambert & Brother we did, on the day of November last, repair to their store in the said city of Charleston, and then and there did carefully examine and survey one bale of Brussels carpeting, marked [L] B † 30, which was shown to us as having been landed from the ship Martha, Richard Rich, master, on her late arrival at this port from Liverpool; that we found three pieces of carpeting (out of six pieces) contained in said bale to be damaged by salt dampness, and we concurred in recommending an early sale thereof at public auction, for account of whom it may concern; and we do further

certify, that if the said three pieces of carpeting had been landed in a sound and merchantable state, they would be worth in this market at the present time, for cash, two dollars per yard.

Say three pieces at 45 yards each, per invoice, 135 yards, at $2 00 per yard - - - - - - $270 00

Witness our hands at Charleston aforesaid, the twenty-sixth day of February, in the year 1848.

JAMES H. TAYLOR,
WM. HOWLAND.

Be it known, that on the twenty-sixth day of February, in the year of our Lord one thousand eight hundred and forty-eight, before me, William B. Heriot, a notary public, duly commissioned and sworn under the authority of the said State, and dwelling and practising in the city of Charleston aforesaid, personally came James H. Taylor and William Howland, above named, who being duly sworn according to law, did severally declare and say, that the facts set forth in the foregoing certificate signed by them, are all strictly true.

In testimony whereof I have hereunto set my hand and notarial seal, [L. S.] at Charleston aforesaid, the day and year last above mentioned.

WILLIAM B. HERIOT, *Notary Public.*

C.

Sales at auction on account of Ship Martha and owners, and all concerned, by order of Messrs. Lambert & Brother.

H 64	156	Lamberts.....	16 pieces ⅓ linen.....	465	23	106 95
	157	Do.....	11 " "	318	24	77 11
	158	Bancroft.....	11 " "	316½	24	75 96
65	159	Kent.....	28 " "	805²	31¹	251 71
66	160	Bancroft.....	40 " ⅓ demi linen.....	588²	25	147 13
67	161	Lamberts.....	50 " " "	725	26²	194 12
68	162	Kent.....	15 " 4-4 " "	399²	26	103 88
	163	Do.....	15 " " " "	398	28²	113 43
69	164	Bancroft.....	15 " " " "	398	30	119 40
	165	Lazarus.....	15 " " " "	402	31	124 62
70	166	Bancroft.....	34 " " " "	689	26	179 14
71	167	Do.....	32 " " " "	919	28	257 32
72	168	Mordecai....	3 " 12-4 sheeting.....	104	96	99 84
	169	Chaffee.....	2 " " "	72	105	75 60
	170	Mordecai....	1 " " "	34²	107²	37 09
73	317	Kent.....	28 " 4-4 linen.....	792	25	198 00
74	318	Bancroft.....	24 " " "	674	29	195 46
75	319	Do.....	28 " " "	798	"	231 42
76	319	Lamberts.....	28 " " "	789	30²	240 65
77	319	Do.....	32 " " "	930²	"	283 80
78	320	Bancroft.....	28 " " "	800	35²	284 00
79	321	Lambert.....	28 " " "	790	36²	288 35
80	322	Kent.....	28 " " "	783	40	313 20
81	323	Bernard.....	12 " " "	342	46²	159 03
	324	Bancroft.....	12 " " "	340²	50	170 25
			Carried forward.....			$4,327 46
			Forward.....			4,327 46
81	324	McBride.....	7 pieces huckabac.....	423	15	63 45
		Lambert.....	1 Brussels carpet.....	45	143	64 35
		Campbell....	2 " "	90	162²	146 66
						$4,601 92

C.—*Continued.*

Charges.		
Advertising carpeting and linen	19 46	
Proportion of catalogue	4 75	
Insurance, $6 25; drayage and storage, $2 10	8 35	
Tax and commission, 7 per cent.	322 13	
		354 69
Nett		$4,247 23

J. H. TAYLOR.

CHARLESTON, *December 3d*, 1847.

STATE OF SOUTH CAROLINA,
City of Charleston.

Personally appeared James H. Taylor, one of the firm of J. H. & A. Taylor, duly appointed auctioneers, who being duly sworn, maketh oath and saith, that the within account of sales at auction is in all respects strictly just and true. Nett proceeds thereof amounting to four thousand two hundred and forty-seven dollars twenty-three cents.

JAMES H. TAYLOR.

Sworn to before me, this 9th February, 1848.

WILLIAM B. HERIOT,
Notary Public.

DISTRICT OF CHARLESTON.

I, James H. Taylor, appointed by Lambert & Brother, do solemnly swear, that I will diligently and faithfully inspect and examine such goods, wares, or merchandise as the collector shall direct to be produced to be inspected and examined, and shall truly report and declare, to the best of my knowledge and belief, the true damage such goods, wares, or merchandise has sustained during the voyage; and that I have no direct or indirect interest in the case. So help me God.

(Signed) JAMES H. TAYLOR,
(Signed) THOS. D. JERVEY,
D'y Collector.

DISTRICT OF CHARLESTON.

November, 1847.

We, John Bryan and Arthur F. Holmes, appointed under the act of Congress of 20th April, 1818, for the port of Charleston, and duly sworn as prescribed by said act, and James H. Taylor, merchant, appointed by Lambert & Bro., importer or consignee of certain goods, wares, or merchandise, as are hereafter specified, and which were imported from Liverpool in the ship Martha, whereof R. Rich is, or was, master, the said James H. Taylor, merchant, having been sworn in like manner, and also that he has no direct or indirect interest in the case, have inspected and examined the said goods, wares, or merchan-

dise, and we do report and declare, to the best of our knowledge and belief, that the damage affixed by us is just, and was sustained during the voyage of importation:

Marks	Numbers.	Description of merchandise.	Cost and charges.	Rate of damage.	Amount damage.
[H]	65 71 74 75 66	Five cases linens.....	£198 18 5		
		Charges.....	5 9 4		
			204 7 9	10 p. c.	20 8 9
"	64	One do. do.....	47 9 7		
		Charges.....	1 6 1		
			48 15 8	15 "	7 6 4
"	68 80 70 73 79	Five do. do.....	219 15 5		
		Charges.....	6 0 10		
			225 16 3	20 "	45 3 3
"	76	One do. do.....	46 0 6		
		Charges.....	1 5 3		
			47 5 9	40 "	18 18 3
"	78 77 81	Three do. do.....	171 15 0		
		Charges.....	4 14 5		
			176 9 5	50 "	88 4 8
"	67	One do. do.....	37 15 2		
		Charges.....	1 0 9		
			38 15 11	45 "	17 9 1
"	69	One do. do.....	41 13 6		
		Charges.....	1 2 11		
			42 16 5	12½ "	5 7 0
"	69	One do. do.....	42 13 11		
		Charges.....	1 3 5		
			43 17 4	33⅓ "	14 12 5
[L] B	20	One bale carpeting.....	64 9 7		
		Charges.....	4 2 2		
			68 11 9	10 "	6 17 2

I certify the above to be a true copy of the original on file in this office.

THOS. D. JERVEY,
Deputy collector.

February 9th, 1848.

D

Statement of abatement of import duties on [H] 18 *cases of linens and* [L] *B* 1 *bale carpeting, imported by Lambert & Brother in the ship Martha, from Liverpool, and damaged on the voyage of importation.*

Marks and numbers.		Amount of damage allowed by C. house.	Rate of £ sterling.	Amount of damage in et. fmoney	Rate of duty.	Abatement of duty.
[H]	† 65 71 74 75 66 five cases	£20 8 9	*a* 484	98 92	20	19 79
"	† 61 one case	7 6 4	484	35 42	20	7 08
"	† 68 80 70 73 79 five cases	45 3 3	484	218 59	20	43 72
"	† 76 one case	18 18 3	484	91 54	20	18 31
"	† 78 77 81 three cases	88 4 8	484	427 05	20	85 41
"	† 67 one case	17 9 1	484	84 48	20	16 89
"	† 69 one case	5 7 0	484	25 90	20	5 18
"	† 72 one case	14 12 5	484	70 77	20	14 15
[L] B	† 30 one bale	6 17 2	484	33 20	30	9 96
				Abatement of duty		$220 49

E. E. CHARLESTON, S. C.

R. HERIOT & SON,
Insurance brokers.

9th February, 1848.

Claim of John Graveley.

WOLVERHAMPTON & BIRMINGHAM, *August 28th*, 1847.

Mr. John Graveley, Charleston,

Bot. of Henry Rogers and Sons.

H [I G] R CASK 67.			
Long links, coil chain, 2ls to the yard, 4 cwt		21s.	4 4 0
2 doz. single twisted breast chains, Brit. No. 4	qr. c. 2 1	34s.	17 4
Delivered. Cask			5
			£5 6 4
CASE 72.			
2 double percussion guns, 1164		66s.	6 12
1 percussion rifle, with mould		50s.	2 10
1 double percussion gun to replace faulty one, no charge			
1 double percussion gun, 780 B		90s.	4 10
2 single rifles, 711		50s.	5
3 single barrel guns, (Cooper's,) assorted, 33 to 36 inches, 13 to 15 bore, named John Gravely		26s.	3 18
Freight to Liverpool 1s. 8, case lined with pitch paper, 10s			11 8
			£23 1 8
CASE 73.			
3 Conover's iron waiters, 12 inches		1s. 9	5 3
2s.4 3s4 4s 9			
3 " " each 18, 24, 30 inches			1 11 3
3s. 4s. 5s.9 7s.10.			
3 San'ch iron trays, 20s. each 12, 18, 24, 30 inches			3 1 9

STATEMENT—*Continued.*

2s.5 3s.2 4s.9 6s.6.		
3 Gothic iron trays, 3s. each, 12, 18, 24, 30 inches.....	.....	2 10 6
Freight to Liverpool 2s. 6, case 13s. 6.....	.....	16
		£8 4 9
CASE 74.		
1 doz. Matchetts, No. 971.....	8s. 9	8 9
2 doz. dog collars, Cass'a.....	12s.	1 4
1 doz. " " 82.....	14s.	14
1 doz. G. S. " ".....	28s.	1 8
5 feet wire rope, galvanized.....	8½ a yard.	5 18 2
200 gross st. cut bronzed steel pens, H. W. & Co.....	3½s.	2 18 4
100 gross eagle barrel, 275 in 3 doz. boxes.....	1s. 4	6 13 4
40 gross magnum bonum, 276 in 1 doz. boxes.....	2s. 4	4 13 4
Amount forward.....		
Sample. 1m Walker's percussion caps, in flat boxes, ¼m 3s.	3	
5 per cent.....	2s.	
		2 1
1 doz. Wynn's turnscrews, each 7.....	11	
22s. 15s.		
1 doz. Wynn's Lancashire black plyers, 863, C 862.....	1 17	
1 doz. " " bell " 868, 5¾ inches.....	1 6	
23s. 25s. 28s.		
½ doz. " black wing compasses, 871, each 6, 7, 8 in's	19	
2 only " Lancashire vices, 882.....12s	1 4	
	5 17	
30 per cent.....	1 15 1	
		4 1 11
3 only, 30 yard reels, 17.....3s. 6	10 6	
3 " 40 " " 27.....5s.	15 6	
½ gross, 1½ inches long ferules, assorted.....11s.	5 6	
	1 11 0	
32½ per cent.....	10	
		1 1
2 doz. Wynn's British screw drivers, 1234, 5 inches.12s. 8	1 5	
2 doz. " " " " " 3½ " ..10s 6	1 1	
1 doz. hammers, No. 483.....	16	
1 doz. hand vices, No. 1092.....33s.	1 13	
2 doz. shoe pincers, No. 1180.....14s.	1 8	
1 doz. carpenter's pincers, a 85.....13s. 6.	1 13 6	
32s. 35s.		
1 doz. compasses, 900, each 12, 13 inches.....	3 7	
	10 3 6	29 3 8
4s.6 5s.6		
2 only, Wynn's black vices, each 1104, 1105.....	1	
8s.6 11s.6		
1 doz. hammer heads, each av. 37 a. 39.....	1	
8s. 14s.		
6 doz. nut cracks, each 120, 130.....	6 12	
	18 15 6	
35 per cent.....	6 11 5	
		12 4 1
6 doz. bell springs, 3743, with irons to drive.....9s.	2 14	
50 per cent.....	1 7	
		1 7
Freight to Liverpool 6s. 6, cask and stay 9s.....		15 6
		£43 10 3

2842

STATEMENT—*Continued.*

CASE 85.						
1 m. superior C. S. short point fish hooks, No. 1405 E. No. 1, 33s.; 2, 27s.6				3	00	6
3 " taper fish hooks, ea. 4, 21s.; 5, 18s.				5	17	
5 " " " ea. 6, 14s.; 7, 8s.6.; 8, 7s.				7	7	6
10 " " " ea. 9, 6s.; 10, 5s.				5	10	
1 gross fish hooks to gimp, assorted, 1 *a* 7, 2s. dozen				1	4	
3 doz. fishing lines, ass'ed, furnished ea. 1629, 2s.8; 1623, 6s.3				1	6	9
3 doz. floats, No. 1634, 2s.2					6	6
1 doz. lines, 20 yards ea., 1639, 1s.4; '42, 1s.5				1	13	
½ doz. baits, ea. 1646, 18s.8; 1647, 17s. 6					18	
1 doz. spring snaps, No. 1655, 9s					9	
1 doz. glass baits, 2s.10 ea				1	14	
2 doz. box swivels, assorted, small, 15s. gross					2	6
1 m. C. S. forged blue eyed sail needles, ea. slore, 25s., and oldwork, 20s				2	5	
1 gross superfine Limerick fish hooks, tied to silkworm gut, No. 1 *a* 5, 10s.6					10	6
Card of fishing tackle, as per list				1	1	
Card of fish hooks.						
Tin case					2	3
2 m. best steel blue Kirby fish hooks, No. 20227, ea. 1, 2, 3, 6, 7, 8, 4s.6	2	14				
3 m. best steel blue Kirby fish hooks, No. 20227, ea. 4, 5, 4s 6 } 1 m. best steel blue Kirby fish hooks, No. 20227, ea. 9, 10, 4s.6 }	1	16				
1 m. best steel Whiting fish hooks, ea. 3, 4s.; 4, 8s.; 5, 7s.; No. 20226	1	4				
	5	14				
50 per cent	2	17				
				2	17	
Freight to Liverpool, 2s.3, case, 6s					8	3
				£36	12	9
BASKET 91.						
12 warranted British staple vices, assorted, from 23 to 32 lbs. weight, 3 6 21 4d	6	8	4			
12½ per cent		16				
				5	12	4
Freight to Liverpool, 4s.9, basket, 6s					10	9
				£6	3	1
CASK 92.						
2 doz. good hair brushes, No. 214, 40s				4		
3 doz. 20 in. patent dish covers, 14s	2	2				
3 doz. ea. 8, 2s.8, 9, 3s. ea., round patent plate covers	9	18				
3 plate warmers, ea. 1, 22s.; 2, 24s.; 3, 27s	10	19				
3 extra feet to match, 3s.6 lot		3	6			
3 doz. 3-in. japanned French nutmeg graters, 3s		9				
	23	11	6			
50 per cent	11	15	9			
				11	15	9
Freight to Liverpool, 4s.9, cask, 12s					16	9
				£16	12	6

STATEMENT—*Continued.*

CASK 93.			
20 doz. 6 bar 1 knocker curry combs, 10½			17 6
50 doz. 6 bar curry combs, 1857, 1s.6			3 15
20 doz. 8 bar " 1860, 2s.2			2 3 4
20 doz. 6 bar " 1848, 2s.1			2 1 8
1 doz. 8 bar " 1862, 4s.2			2 1 8
10 doz. 7 bar " 1867, 5s			2 10
Freight to Liverpool, 11s.10, cask, 12s			1 3 10
			£14 13
CASK 94.			
8 in. black hooks and hinges to drive, No. 3, wt. 500			
CASK 95.			
10 in. black hooks and hinges to drive, No. 3, 500			
CASK 96.			
12 in. black hooks and hinges to drive, No. 3, 500			
CASK 97.			
14 in. black hooks and hinges to drive, No. 3, 500			
CASK 98.			
16 in. black hooks and hinges to drive, No. 3, 400			
CASK 99.			
24 in. black hooks and hinges to drive, No. 3, 305			
2705 a 17.6			23 13 3
10 in. on plates, No. 1, 500, wt. 500			
CASK 100.			
12 in. on plates, No. 1 500			
1000	19s.8		9 15
Forward			£33 8 3
CASK 101.			
12 in. on plates to drive, No. 2 3 2 25			
15 in. on plates to drive, No. 2 5 0 0			
8 2 25			9 2 10
Delivered, cask, 71s			3 11
			£46 2 1
CASK 102.			
3 sets, 4 to a set, 11 in. 2 ea. dead plate locks to differ, and a master key, 2753, 24s			3 12

STATEMENT—*Continued.*

3 doz. cork screws, ea. 35, 10s.; 29, 12s.				3	6	
1 doz. 2 in. brass till locks, No. 2384, *a* 13s.					13	
1 doz. 2 in. brass till locks, No. 2401, 14s.					14	
1 doz. 3 × 13·4 in. cut cupboard locks, 2 keys ea. to differ, No. 2433, 15s.6.					15	6
3 doz. 4 in fine strs cup'd locks, 3 wh. fancy tumb., 8s.				1	4	
3 doz. ea., 8, 3s 6; 10, 4 6; waiters, assorted patterns.				1	4	
6 sets fire irons, Brit. pans, No. 226, 5s.3.				1	11	6
25 doz. 2¼ in. bush'd pad to differ., 1s.11.				2	7	11
1 doz. 10 in. stock locks, ea. 297, 2s.3; '8, 2s.5; '9, 2s.6; 300, 3s.5; '01, 3s.6.					14	1
1 doz. cooper's crozes compl., 14 in., 56s.	2	16				
32½ per cent.		18	2			
				1	17	10
3 doz. tend. nut crackers, No. 89, 13s.	1	19				
35 per cent.		13	7			
				1	5	5
1 doz. 9 in. fancy 2c. dead secured and barred plate locks, No. 2923, 65s.	3	5				
1 doz. 8 in. fancy plate locks, No. 2496, 48s.	2	8				
1 doz. 9 in. fancy plate locks, No. 2497, 67s.	3	7				
1 doz. 10 in. fancy plate locks, No. 2497, 70s.	3	10				
	12	10				
45 per cent.	5	12	6			
				6	17	6
2 doz. ea., 7, 16s ; 8, 18s.; 9, 21s. in. fine plate locks.	5	10				
1 doz. 7 in. fancy, ea. 687, 38s.; 685, 34s.	3	12				
1 only 10 in. stock locks, ea. 284, 3s.1; '5, 3s.2; '6, 3s 3, '7, 3s.6; '8, 3s.8; '9, 3s.10; 290, 3s.11; '1, 4s.; '2, 4s.6; '3, 4s.4.	1	17	11			
1 10 in. stock locks, ea. 294, 3s.10; '5, 4s.6; '6, 4s.8.		13				
	11	12	11			
55 per cent.	6	8	1			
				5	4	10
				£31	7	7
Amount brought forward.				31	7	7
2 gross sash props, No. 2, 12s.	1	4				
50 per cent.		12				
					12	
Freight to Liverpool, 9s.6, cask 13.6.				1	3	
				£33	2	7

CASK 103.

24 doz. 2½ in. 1 wh. fancy bushed pad, ass., 4 patterns in ea. dozen, 1s.10.				2	4	
6 doz. 2¾ in. tumb. pad locks, all flat keys, ass., in ea. doz. 2634, '39, '40, '36, *a* 7s.6 doz.				2	5	
6 dozen 3 in., assorted, in ea. dozen, 2624, '25, '26, '27, 10s.				3		
6 sets 2½ in. clear varnished pad locks, 6 to a set, with master key, No. 2639, 5s.				1	10	
6 sets 3 in. best japan'd pad, 6 to a set, with master key to pass, No. 2627, 7s.				2	2	
1 doz. 3 in. pad locks, ea. 2645, 15s.; 2646, 20s				1	15	
3 doz. 3½ in. pad locks, ea. 2963, 10s.6.				1	11	6
6 doz. 2½ in. pad locks, ea. 3019, 5s.				1	10	

STATEMENT—*Continued.*

3 doz. ea. 11-4, 11-5 in. fancy bushed dead locks to differ, No. 2620				3	6	
2 doz. 5 in. bushed dead locks to differ, 14s				1	8	
½ doz. 6 in. bushed dead locks to differ, No. 2541, 26s					13	
6 sets 5 in full bushed dead locks, 6 to a set, to differ, with master key, 9s.3				2	15	6
2½ doz. 7 in. 2 bolt. imt. patent rim locks, No. 60, best furniture, 19s.6				2	8	9
1 gross 4 × ⅜ in. round Brit. head coach screws, nuts, 5 16, 28 lbs., 3.2					8	2
3 doz. 4 in. rund. hatches, bolted with best furniture, 9s				1	7	
26 doz 2½ in. bushed pad, assorted, to differ. 1s.4				2	9	10
6 doz. 4 × 4 in. Clark's best broad butts, 10s		3				
6 doz. 4 in. Clark's best skin, 13s		3	18			
		6	18			
50 per cent.		3	9			
		3	9			
5 per cent.			3	5		
				3	5	7
12 doz. 4 in. patent butts		6	17			
57½ per cent.		3	18	9		
		2	18	3		
5 per cent.			2	11		
				2	15	4
Freight to Liverpool, 17s.4, cask, 11s.6				1	8	10
				£38	3	6

THE STATE OF SOUTH CAROLINA,
City of Charleston.

We, the undersigned, Joel Stevens and William Adger, dealers in hardware and ironmongery, and residents of the city of Charleston aforesaid, do hereby certify and make known, unto all whom it may concern, that, at the request of Mr. John Graveley, also of said city, we did, on , repair to his store in the said city of Charleston, and then and there did carefully examine and survey the articles of merchandise mentioned and described in the specification on the other side written, which were shown to us as having been landed from the ship Martha, of Boston, Richard Rich master, on her late arrival at this port from Liverpool; that we found the whole of the said articles of merchandise to be damaged by dampness, impregnated with salt, and we concurred in recommending an early sale thereof, at public auction, for account of whom it may concern. And we do further certify, that, if the said articles of merchandise had been landed in a sound and merchantable state, they would be worth at this market, at the present time, for cash, the prices mentioned on the other side opposite each article, respectively, and amounting in the aggregate to one thousand and thirteen dollars 49 cents.

Witness our hands, at Charleston aforesaid, the twenty-eighth day of December, in the year 1847.

JOEL STEVENS,
WM. ADGER.

Be it known, that on the twenty-eighth day of December, in the year of our Lord one thousand eight hundred and forty-seven, before me, William B. Heriot, a notary public, duly commissioned and sworn under the authority of the said State, and dwelling and practising in the city of Charleston aforesaid, personally came Joel Stevens and William Adger, above named, who being duly sworn acccording to law, did severally declare and say, that the facts set forth in the foregoing certificate signed by them are all strictly true.

In testimony whereof I have hereunto set my hand and notarial [L. S.] seal, at Charleston aforesaid, the day and year last above mentioned.

WILLIAM B. HERIOT,
Notary Public.

Specification of the articles of merchandise within mentioned and surveyed, landed from ship Martha, Richard Rich master, from Liverpool, and damaged on board of said ship, consigned to John Graveley.

Marks of packages.	Articles damaged.	Cash value in Charleston if in a sound state.	Total.
H [I G] R	1 m. superior C. I. fish hooks, No. 1405, ea. No. 1, 14.67; 2, 12.22	$26 89	
Part of case 85	3 m. taper C. I. fish hooks, ea. No. 4, 9.33, and 5, 8	51 99	
	5 m. taper C. I. fish hooks, ea. 6, 6.22; 7, 3.78; 8, 3.11	65 55	
	10 m. taper C. I. fish hooks, ea. 9, 2.67; 10, 2.22	48 90	
	2 m. taper best blue Kirby, No. 20,227, ea. 12, 3, 6, 7, 8.		
	3 m. taper best blue Kirby, No. 20,227, ea. 4, 5.		
	1 m. taper best blue Kirby, ea. 9, 10.		
	Making 20 m. at $1	20 00	
			$213 33
Part of cask 74	1 doz. matchets, No. 971	3 89	
	2 doz. collars, assorted, *a* 5.33	10 66	
	1 doz. collars, assorted, ea. No. 82, 6.22, and G. S. 12.44	18 66	
	150 gross bronzed steel pens, 13 s.	19 50	
	100 eagle bronzed steel pens, No. 275, *a* 59 s.	59 00	
	40 commercial bronzed steel pens, No. 276, *a* 104	41 60	
	1 m. percussion caps, 125	1 25	
	1 doz. twine screws, E. J.	3 42	
	1 doz. Lancashire plyers, 863 C, 6.84; 862, 4.67; 868, 8.09; 5½	19 60	

SPECIFICATION—*Continued.*

871	½ doz. Wing compasses, 6, 7.16; 7, 7.78; 8, 8.71 in.	5 91	
	2 Lancashire vices, No. 882. 373	7 46	
	3 fish reels, ea. No. 17, 1.05; 27, 1.50 ea.	7 65	
	½ gross 1½ in. stick ferrules, 3 30	1 65	
	2 doz. Wynne's screw drivers, 1235, ea. 5, 3.61, and 3½ in., 3.03	13 28	
	1 doz. Wynne's hammers	4 62	
	1 doz. hand vices, 1092	9 53	
	2 doz. shoe pincers, 1180, 4.04	8 08	
	1 doz. carpenter's pincers	3 90	
	1 doz. compasses, 900, ea. 12, 9.24; 13, 10.11	19 35	
	2 doz. Black vices, ea. 1104. 1 30; 1105, 1.59	5 78	
	1 doz. hammer heads, A 37, 2.46; A 39, 3.32	5 78	
	6 doz. nut cracks, No. 130, *a* 4.04	24 24	
	6 doz. bell springs, 3743, wh. irons, *a* 2	12 00	
			$306 81
	Amount carried forward		$520 14

CASK 86.

100 pieces 6½ feet 10 link short Brit. traces, with hooks and rings, No. 3, 1s. 3½d. ps 6 9 2

CASK 87.

100 pieces 6½ feet 10 link short Brit. traces with hooks and traces, No. 3, 1s. 3½d. ps 6 9 2

CASK 88.

100 pair 6½ feet 10 link short Brit. traces, with hooks and traces, No. 2, 1s. 5d 7 1 8

CASK 89.

7-16 in. close link coil chains, W's. 6. 0. 0. 18s. 6d 5 11

CASK 90.

⅜ in. close link coil chains, W's., 6. 0. 0. 20s. 6d 6 3
Delivered casks 1 16

£33 10

CASK 104.

2 gross ea. 3, 4, 5, 6, 7, 8, in. new pattern welded eye winds or stays, and staples .....
1 gross 3, 4, 5, 6 in. welded eye winds or stays, and staples, W's, 4 ct. 2, 2, a 30s 6 15 6
Delivered cask, 6s. 6d 6 6

£7 2 0

STATEMENT.—*Continued.*

WEDNESBURY FORGE, *near Birmingham*,
31*st August*, 1847.

Mr. John Gravely, Charleston, bought of Edward Elwell,

[G] E †31,	24 doz.	Carolina hoes,	00,	11s.		13	4		
†32,	24 "	" "	0,	12s. 6d		15			
†33,	15 "	" "	1,	14s. 6d		10	17	6	
†34,	15 "	" "	2,	16s. 6d		12	7	6	
†35,	12 "	" "	3,	18s. 6d		11	2		
†36,	12 "	" "	3,	"		11	2		
†37	12 "	" "	3,	"		11	2		
†38,	12 "	" "	3,	"		11	2		
†39,	12 "	" "	4,	20s. 6d		12	6		
†40,	12 "	strong "	1,	16s. 6d		9	18		
†42,	12 "	" "	2,	18s. 6d		11	2		
†45,	12 "	" "	3,	20s. 6d		12	6		
†52,	12 "	crown "	3,	21s. 6d		12	18		
†53,	12 "	" "	3,	21s. 6d		12	18		
†62,	18 "	black Santee hoes	7-7	12s		10	16		
					£	178	1		
		Amount forward				178	1		
		Disc't. 42½ p.ct.				75	13	5	
									102 7 7
3 doz. mattocks, ea. 5, 6½ lbs. 3ct, 2, 14, a 29s 6s. 7s. 8s.						5	5	2	
2 doz. rakes, ea. 8, 10, 12 tooth							2	2	
						7	2		
		Dis. 22½ per ct				1	13	1	
									5 14 1
5 doz. steeled miners' shovels, 1ct. 2, 26, 56s							4	17	
		Disc't. 45 per ct				2	3	8	
									2 3 14
†70 2 doz. pair smith's tongs, 1qr. 24, 4½d							19	6	
1 doz. grindle stone hdles, 3, 14, 22s							19	3	
6 pair fire dogs, ea. 1, 1½ 1¾, 6ct., 3, 15, 18s. 8d						6	8	6	
15 casks, 1 hogshead						4	1	3	
						12	8	6	
		Disc't 2½ p.ct					6	3	
									12 2 3
									£122 17 3
		Commission							5 1 5
									£127 18 8

[G] E 31 a 40, 42, 45, 52, 53, 62, & 70.	16 casks	wt. 177.2
B [J G] 1 a 6,	6 casks	54.8
R [G] 38	1 cask	28.4
H R [I G] 67, 74, 86 a 90, & 92 a 104,	20 casks	297.1
" 85, 73,	two cases	11.7
91,	one basket	12.3
72,	one case	8.2
		589.3

Shipped in good order and condition by W. & J. Ravenscroft & Co., in and upon the good ship or vessel called the Martha, whereof R. Rich is master for the present voyage, and now lying in the port of Liverpool, and bound for Charleston, viz:

Forty three casks,
Two cases,
One basket,
} **Hardware.**

	tons.	cwt.
R	2	13
[G] 39, 40, two mill stones.....		
1 gun case, addressed		
F J		
589.3 a 20s. per ton...£14	14	8
Tons. cwt.		
2 13 a 30s.....	3	19 6
	18	14 2
Primage.....		18 9
	£19	12 11

One case guns; two mill stones; one gun case, being marked and numbered as per margin; and are to be delivered in the like good order and condition at the aforesaid port of Charleston, (all and every the dangers and accidents of the seas and of navigation of whatsoever nature and kind excepted) unto John Graveley, esq., or to his assigns, he or they paying freight for the said goods as per margin, with average accustomed, five per cent. primage, at $4 84 to the £.

In witness whereof the master or purser of the said ship hath affirmed to three bills of lading, all of this tenor and date, the one being accomplished, the other to stand void. Dated at Liverpool, this 6th day of September, 1847. Weight and contents unknown to—

RICH'D RICH.

	Amount brought forward.....	.....	$520 14
Part of cask 102.	3 doz. cork screws, ea., 35, 4.44; 29, 5 33.....	29 31	
	1 " brass till locks, ea. 2384, 5.78, & 2401, 6.22	12 00	
	1 " 3 & 1¾ cut cup'd locks, 2433, 6.89.....	6 89	
	3 " 4 in. st. cup'd locks, a 3 56.....	10 68	
	6 " sets fire irons, No. 226, 2.33.....	13 98	
	25 " 2¼ in. bushed pad locks, 85s.....	21 25	
	1 " 9 " fancy plate " 2923, 15.89.....	15 89	
	1 " 8 " " " " 2496.....	11 73	
	1 " 9 " " " " 2497.....	16 38	
	1 " 10 " " " "	17 11	
	2 " ea. 7, 3.21; 8, 3.60; 9, 4.22.....	22 06	
	1 " 7 in. fancy plate locks, ea. 687, 7.60; 685, 7.81.....	15 41	
			192 69
Part of cask 103.	24 doz. 2½ in. fancy pad, a 81.....	19 44	
	6 " 2¾ " tumbler " assorted in ea. doz. No. 2364 to' 36, a 3.33.....	19 98	
	6 " 3 in. tumbler pad, assorted in ea. doz. No. 2624 to'27, a 4.44.....	26 64	
	6 sets 2½ clear b., pad, assorted in ea. doz. No. 2639, a 2.22.....	13 32	
	6 " 3 clear pad, assorted in ea. doz. No. 2627, a 3.11.....	18 66	
	1 doz. 3 pad locks, ea. 2645, 6.67: 2646, 8.89....	15 56	
	1 " 3½ " " 2963, a 4.67.....	4 67	
	6 " 2½ " " 3019, 2.22.....	13 32	
	3 " ea. 4, 4.89; 5, 4.89; in. fancy bushed dead	29 34	
	2 " 5 in., a 6.22.....	12 44	
	½ " 6 " 2541, 11.56.....	5 78	
	6 sets 5 " fancy dead to differ, a 4.11.....	24 66	
	2½ doz 7 " 2 bolt, No. 60, 8.67.....	21 67	
	26 " 2½ bushed pad, 85.....	22 10	
From cask [G] E 170.	5 " miners' shovels, a 4.75.....	.....	247 58 23 75
From case H R [T G] 72.	1 double barrel gun.....	.....	29 33
			$1,013 49

2846.

Sales of hardware damaged on board of the ship Martha, on her voyage from Liverpool to this port, on account of all concerned, by order of Mr. John Graveley.

H R	Le Mairs.....	1 doz. matchets..... 12	30		3 60
[I G] †74	Vincent.....	2 doz. dog collars, assorted..... 24	18		4 32
Dec. 2.	Turner.....	1 " " " "..... 12	35		4 20
	Williams.....	1 " gs. " "..... 12	39½		4 50
	Mairs.....	150 gro bronzed steel pens.....150	5		7 50
275	Lazarus.....	100 " " " "..... 100	18		18 00
276	Davis.....	40 " " " "..... 40	34		13 60
	McKenna.....	1 m. Walker's per. caps..... 1	....		1 13
7	Smyzer.....	1 doz. turn screws..... 12	15		1 80
	Williams.....	3 plyers..... 36	12		4 50
	Ditto.....	9-12 " wing compasses (ass't) 8636, 862, 868..... 9	12		1 08
	Ditto.....	2 Lancashire vices..... 2	100		2 00
	Ditto.....	6 fishing reels..... 6	87		5 22
882	Randels.....	1 doz stock stock ferules..... 6	10		60
	Vincent.....	3 doz. screw drivers..... 36	10		3 60
	Williams.....	1 " " "..... 12	17		1 20
483	Garritty.....	1 " hammers..... 12	....		2 10
1092	Williams.....	1 " hand-vices..... 12	45		5 40
1180	Leake.....	2 " shoe pincers..... 24	20		4 80
A 85	Williams.....	1 " carpenters' pincers..... 12	10		1 20
900	Williams.....	2 " coopers' compasses..... 24	37		8 88
	Ball.....	4 " black vices, 1104, 1105..... 4	187½		7 50
	Williams.....	2 " hammer heads, 37, 39..... 24	10		2 40
	Do.....	5 7-12 nut cracks..... 67	10		6 70
	Cash.....	5-12 " "..... 5	10		50
	Williams.....	6 doz bell springs..... 72	3		2 16
	H R				
85	[I G] $12, Davis,	2 m. fish hooks..... 2	262½		5 25
4.5	Do.....	6 " " "..... 6	100		6 00
6	Vincent.....	5 " " "..... 5	62½		3 13
7	Davis.....	5 " " "..... 5	62		3 10
8	Ditto.....	5 " " "..... 5	81		4 05
9	Vincent.....	10 " " "..... 10	94		9 40
10	Leitch.....	10 " " "..... 10	50		5 00
1.2	Do.....	4 " " black Kirby fish hooks.. 4	45		1 80
		Amount brought forward.....	....	$	
H R					
[I G]		Amount brought forward.....	....	$	
†85, 3.4	Leak.....	5 m. black Kirby fish hooks..... 5	50		2 50
5.6	Leitch.....	5 " " " " " " 5	37½		1 88
7.8	Ditto.....	4 " " " " " " 4	30		1 20
9.10	Ditto.....	2 " " " " " " 2	30		1 60
†102, Dec. 7.	Johnston.....	12 doz. 2½ in. brass bushed locks... 12	65		7 80
	Airicks.....	13 " " " " " " " 13	60		7 80
	Williams.....	3 " iron tum's cap..... 3	187		5 61
2384	Mairs.....	1 " 2 in. brass till..... 1	....		3 38
2401	Strohecker	1 " 2¼ in. " " 1	....		3 88
29	Williams.....	3 " cork screws..... 36	21		7 56
35	Ditto.....	3 " " " 36	21		7 56
	Ditto.....	2 " 7 in. plate locks..... 24	20		4 80
689	Ditto.....	1 " " fancy " 12	27½		3 30
685	Williams.....	1 " " " " 12	27½		3 30
	Ditto.....	2 " 8 in. fine plate stock locks... 24	20		4 80
	S. N. Hart.....	2 " 9 " " " " " ... 24	26		6 24
2923	Williams.....	1 " 9 " " " " " ... 12	70		8 40

STATEMENT.—*Continued.*

2497	Williams.....	1 doz. 9 in. fine plate stock locks...	12	82½	9 90
2496	Ditto.....	1 " 8 " " " " " ...	12	37½	4 50
2497	Lazarus.....	1 " 10 in. " " " " ...	12	105	12 60
a. b. c. 226	Williams.....	3 sets fire irons.....	3	125	3 75
a. b. 226	Ditto.....	3 " " "	3	187½	5 63
2433	Ditto.....	1 doz. brass cup'd locks.....	1		4 88
†103, Dec. 7.	McAndrew.....	12 " 2½ in. fancy bushed pad locks.	12	55	6 60
	Bonner.....	12 " " " " " " .	12	55	6 60
	Williams.....	13 2¼ " " " " " .	13	67	8 71
	L. Mairs.....	13 " " " " " " .	13	66	8 58
	Lazarus.....	6 " 2¾ " tumblers, 2635, 2635, 2626.	72	25	18 50
	Strohecker	6 " 3, 2624 to 2627.....	72	32	23 04
2639	Gerdtz.....	6 sets 2½ in.....	6	200	12 00
2637	Williams.....	6 " 3 in.....	6	262½	15 75
2645	Ditto.....	1 doz. 3 in. pad.....	12	37½	4 50
2963	Strohecker.....	3 " 3½ " "	36	36	12 96
3019	McAllister.....	6 " 2½ " "	72	7	5 04
2646	Gerdtz.....	1 " 3 " "	12	37½	4 50
		Amount carried forward.....	....		$
		Amount brought forward.....	....		
2963	Strohecker	2½ doz. 7 in. car. knob.....	30	42½	12 75
2620	Lazarus.....	3 " 4 in. brass bushed dead....	36	17½	6 30
"	Strohecker	3 " 5 " " " "	36	20	7 20
"	Williams.....	2 " 5 " " " "	24	25	6 00
2541	Strohecker	½ " 6 " " " locks.....	6	30	1 80
	Williams.....	6 sets 5 " " " "	6	112½	6 75
					445 17
		273 Charges.			
		Advertising.....	4	05	
		Extra labor preparing for sale.....		50	
		Tax and commission of 7 per cent..	31	16	35 71
		Nett proceeds.....	....		$409 46

E.E. CHARLESTON, 11th *December*, 1847.

DICK & CREWS.

STATE OF SOUTH CAROLINA,
City of Charleston.

Personally appeared James Dick, one of the above named firm of Dick & Crews, duly appointed auctioneers in said city, who being duly sworn, maketh oath and saith, that the foregoing account of sales at auction is in all respects strictly just and true, the nett proceeds thereof being four hundred and nine dollars forty-six cents.

JAMES DICK.

Sworn to before me, this 28th day of Dec'r, 1847.

WM. B. HERIOT.

2847

Sales at auction of five dozen shovels and one gun, damaged on board of ship Martha, on her voyage from Liverpool to this port, on account of all concerned, by order of Mr. John Graveley.

1847	Williams.....	5 dozen Elwell's socket shovels....	60 27²	16 50
Dec. 2, 1164	J. S. Gibbes....	1 Damascus gun.....	1 25	25 00
[G]				
$70. L				$41 50
		268 Charges.		
		Advertising.....	1 05	
		Tax and commission 7 p.ct.....	2 90	3 95
		Nett proceeds.....		37 55

E.E. CHARLESTON, 8th *Dec.*, 1847. DICK & CREWS.

(Copy.)

STATE OF SOUTH CAROLINA,
City of Charleston.

Personally appeared James Dick, one of the above named firm of Dick & Crews, duly appointed auctioneers in said city, who being duly sworn, maketh oath and saith, that the foregoing account of sales at auction, nett proceeds thirty-seven dollars 55 cents, is in all respects strictly just and true.

JAMES DICK.

Sworn to before me, this 28th December, 1847.

WILLIAM B. HERIOT,
Notary public.

D.

DISTRICT OF CHARLESTON.

I, William Adger, appointed by John Graveley, do solemnly swear, that I will diligently and faithfully inspect and examine such goods, wares, or merchandise as the collector shall direct to be produced to be inspected and examined, and shall truly report and declare, to the best of my knowledge and belief, the true damage such goods, wares, or merchandise has sustained during the voyage, and that I have no direct or indirect interest in the case, so help me God.

WILLIAM ADGER.

DISTRICT OF CHARLESTON, *November*, 1847.

We, John Bryan and Arthur F. Holmes, appointed under the act of Congress of 20th April, 1818, for the port of Charleston, and duly sworn as prescribed by the said act, and William Adger, merchant, appointed by John Graveley, importer or consignee of certain goods, wares, or merchandise as are hereafter specified, and which were imported from Liverpool in the ship Martha, whereof R. Rich is, or was, master; the said William Adger, merchant, having been sworn in like

manner, and also that he has no direct or indirect interest in the case, have inspected and examined the said goods, wares, or merchandise, and we do report and declare, to the best of our knowledge and belief, that the damage affixed by us is just, and was sustained during the voyage of importation.

Marks.	No.	Description of merchandise.	Cost & charges.	Rate of damage	Am't of damage.
H R [I G]	72	One case guns.....	£22 10		
		Charges.....	2 1		
			£24 11	45 p.ct.	11 1
H R [I G]	†74	One cask hardware.....	42 14 9		
		Charges.....	3 17 10		
			£46 12 7	75 p.ct.	34 19 6
	85	One case sundries.....	36 4 6		
		Charges.....	3 16		
			40 0 6	60 p.ct.	24 0 4
	92	One hhd. sundries.....	15 15 9		
		Charges.....	1 8 8		
			17 4 5	33⅓ p.c.	5 14 10
	88	One cask chains.....	7 1 8		
		Charges.....	12 6		
			7 14 2	25 p.ct.	1 18 6
	86.87	Two casks chains.....	12 18 4		
		Charges.....	1 5 1		
			14 13 5	15 p.ct.	2 2 6
	†104	One cask hardware.....	6 15 6		
		Charges.....	12 4		
			7 7 10	25 p.ct.	1 16 11
	†91	One basket vices.....	5 12 4		
		Charges.....	10 2		
			6 2 6	50 p.ct.	3 1 3
	89.90	Two casks chains.....	11 14		
		Charges.....	1 1 3		
			12 15 3	10 p.ct.	1 5 6
[G] E	†42	One cask hoes.....	6 7 9		
		Charges.....	12 3		
			7 0 0	45 p.ct.	3 3 0

STATEMENT.—*Continued.*

	37	One cask hoes.....	6	7	9		
		Charges.....		12	3		
			7	0	0	33⅓ p.c.	2 6 8
	39	One cask hoes.....	7	1	6		
		Charges.....		13	7		
			7	15	1	10 p.c.	0 15 6
	70	One cask hardware.....	16	10	6		
		Charges.....	1	10	5		
			18	0	11	50 p.c.	9 0 5
[G] E	†35	One cask hoes.....	6	7	9		
		Charges.....		12	3		
			7	0	0	33⅓ p.c.	2 6 8
	36.40	Two cask hoes.....	12	1	6		
		Charges.....	1	3	2		
B [I G]			13	4	8	20 p.ct.	2 12 11
	5.6	Two casks spades.....	27	17	11		
		Charges.....	2	10	9		
			30	8	8	25 p.ct.	7 12 2
H R [I G]	102.103	Two casks hardware.....	68	14	3		
		Charges.....	6	4	10		
			74	19	1	66⅔ p.c.	49 19 4

Signed WILLIAM ADGER,
" JOHN BRYAN,
" ARTHUR F. HOLMES,
U. S. Appraisers.

I certify the above to be a true copy of the original on file in this office.

[SEAL.] THOS. D. JERVEY,
D'y Collector.

February 5, 1848.

STATEMENT E.

Statement of abatement of import duties on sundry packages of hardware imported by John Graveley, in the ship Martha from Liverpool, and damaged on the voyage of importation.

Marks.	No.	[Description of merchandise.]	Am't of damage allowed by the custom-house.	Rate of £ sterl'g.	Am't of damage in federal money.	Rate of duty.	Abatement of duty.
H R	†72	One case guns.....	£ 1 12 8	484	7 91	30 p.ct.	2 37
[I G]	74	One cask hardware.	27 7 2	"	132 42	30 p.ct.	39 73
	85	One case sundries...	15 4 5	"	73 67	30 p.ct.	22 10
	92	One hhd. sundries..					
	88	One cask chains					
	86 87	Two casks chains...					
	104	One cask hardware.					
	91	One basket vices....					
	89 90	Two casks chains..					
[G] E	42	One cask hoes.....					
	37	One cask hoes.....					
[G] E	39	One cask hoes.....					
	70	One cask hardware.	1 9 4	484	7 10	30 p.ct.	2 13
	35	One cask hoes.....					
B[I G]	36.40	Two casks hoes....					
	†56	Two casks spades...					
H[I G]	102. 103	Two casks hardware	35 19 8	484	174 16	30 p.ct.	52 25
							$118 58

E. E. Charleston, S. C., 5th Feb'y, 1848.

R. HERIOT & SON, *Insurance Brokers.*

The ship Martha, of Boston, Richard Rich, master, to J. Graveley, Dr.

For loss on sundry articles of merchandise, H[IG]R, $85, 74, 102, 103, and [G]E $70, and H[IG] R $72, damaged on board the said ship on her late voyage from Liverpool to Charleston, by the drainings of salt stowed over them in the between decks, viz:

The said goods, if sound, would have sold for cash as per certificates of merchants, marked A -		$1,013 49
But being damaged they were sold at auction for account of whom it might concern, and the nett proceeds thereof, per sales marked B & C, amount to - - - - - -	409 46	
	37 55	
		447 01
		$566 48
Deduct abatement of duties allowed by the custom-house on goods on which damage is claimed as above, as per statement D & E - -		118 58
Amount of claim - -		$447 90

E. E. Charleston, S. C., 5th February, 1848.

Adjusted by R. HERIOT & SON, *Insurance brokers.*

Invoice of twenty-four cases of cotton sewing thread, shipped by J. & P. Coates, and consigned to Messrs. Barnwell & Ravenel, Charleston, for sales and return on account of the shippers.

C [BR] †23	24, 24, 24, 24, 36, 60, 60, 72, 72, 8, 10, 12, 16, 20, 24, 30, 36, 40, 200 yards	396	1s. 9	£34 13 00		
	60, 36, 36, 24, } 200 yards	156	1 6	11 14 00		
	46, 50, 60, 70, }					
	12, 12, 12, 6, 6, }	48	1 4	3 4 00		
	80, 90, 100, 120, 150, }					
					£49 11 00	
	Two cases repeated				99 2 00	
†24 & 25	24, 24, 24, 24, 25, 72, 72, 84, 84 }	432	1 9	37 16 00		
†26	8, 10, 12, 16, 20, 24, 30, 36, 40 }					
	36, 36, 36, 24, }	132	1 6	9 18 00		
	46, 50, 60, 70, }					
	12, 12, 12, }	36	1 4	2 8 00		
	80, 90, 100, }					
					50 2 00	
	One case repeated				50 2 00	
†27	60, 72, 120, 120, }	372	1 9	32 11 00		
†28	24, 30, 36, 40, }					
	120, 60, 48, }	228	1 6	17 2 00	49 13 00	
	46, 50, 60, }					
	One case repeated				49 13 00	
†29	24, 24, 48, 72, 96, 96, 84 }	444	1 9	38 17 00		
†30	12, 16, 20, 24, 30, 36, 40, }					
	60, 36, 36, }	132	1 6	9 18 00		
	50, 60, 70, }					
	24, }	24	1 4	1 12 00		
	80, }					
					50 7 00	
31, 2, 3, 4, 5, 6, & 7	7 cases repeated				352 9 00	
†38	48, 48, 60, 60, 60, 72, 72, 60 }	540	1 9	47 5 00		
	8, 10, 12, 16, 20, 24, 30, 36, 40 }					
	60, }	60	1 6	4 10 00		
	50, }					
					51 15 00	
39, 40, 1, 2, 3, & 4	6 cases repeated				310 10 00	
45 & 46	2 cases colored	1200	7		35 00 00	
					1,148 4 00	
	Disct. 34 p. ct				390 8 00	
					757 16 00	
	Add commission 2½ per cent				18 19 00	
					776 15 00	
	132 boxes *a* 1s. 9, £11 11 0; cases *a* 8s. 9 12				21 3 00	
					797 18 00	
	Deduct 3 per cent. for cash				23 19 00	
					773 19 00	

STATEMENT—*Continued.*

Paisley, 18th August, 1847. Signed J & P. Coates.							
Freight from Glasgow £4 19 0							
Bill of lading.....1s. 6	.....	.....	5	0	6		
Cartage, &c., 16s. 7; fire insurance 19s. 3; cast down commissions, &c., £2 8 0.	.....	.....	4	3	10	9	4 4
						£783	3 4

I hereby certify, that the above invoice and charges attached to be true copies of the original documents on file in this office, and that there has been refunded to Messrs. Barnwell & Ravenel ($121 38) one hundred and twenty-one $\frac{38}{100}$ dollars, being amount of duties returned on account of damage on said goods imported into this district, per American ship Martha, Rich, master, from Liverpool, on the 10th of November, 1847.

[SEAL]

THOS. D. JERVY,
Deputy collector.

C
[BR] 24 boxes.

23,	3s.11, 2s. 3, 1s. 8	14s. 8	
24,	3s.11, 2s. 3, 1s. 8	14s. 8	
25,	3s. 9, 2s. 3, 1s. 8	14s. 1	
26,	3s. 9, 2s. 2, 1s. 8	13s. 7	
27,	3s. 9, 2s. 4, 1s. 8	14s. 7	
28,	3s. 6, 1s.11, 1s.10	12s. 4	
29,	3s. 3, 1s.11, 1s.10	12s. 0	
30,	3s. 8, 2s. 1, 1s. 9	13s. 4	
31,	2s. 2, 2s. 1, 1s. 9	13s.11	
32,	2s. 2, 2s. 1, 1s. 8	12s. 9	
33,	3s.10, 2s. 3, 1s. 9	15s. 1	
34,	3s. 8, 2s. 1, 1s. 9	13s. 4	
35,	3s. 8, 2s. 2, 1s. 9	13s.11	
36,	3s. 8, 2s. 2, 1s. 9	13s 11	
37,	3s. 7, 2s. 1, 1s. 7	11s.10	
38,	3s.10, 2s. 4, 1s.11	17s. 2	
39,	3s.10, 2s. 4, 1s.11	17s. 2	
40,	3s.11, 2s. 5, 1s.11	18s. 2	
41,	3s.11, 2s 4, 1s.11	17s. 6	
42,	3s.10, 2s. 4, 1s.11	17s. 2	
43,	3s.10, 2s. 5, 1s.11	17s. 9	
44,	3s. 9, 2s. 2, 1s.11	16s. 7	
45,	3s. 5, 2s. 1, 1s. 7	11s. 5	
46,	3s. 4, 1s. 4, 1s. 6	9s. 7	
	3466 *a* 15	£6 10	
Primage.....		6 6	
		£6 16 6	

Shipped in good order and condition by Richard Sheil & Co., in and upon the good ship or vessel called the Martha, whereof Rich is master for the present voyage, now lying in the port of Liverpool, and bound for Charleston, viz., twenty-four boxes cotton thread, being marked and numbered as per margin; and to be delivered in like good order and condition at the aforesaid port of Charleston (all and every the dangers and accidents of the seas and navigation of whatsoever nature and kind excepted) unto Messrs. Barnwell & Ravenel, or to their assigns; freight for the said goods being paid at Charleston, at the rate of fifteen shillings per ton of forty cubic feet, with five per cent. primage, at $4 80 per pound sterling, with average accustomed.

In witness whereof the master or purser of the said ship or vessel has affirmed to two bills of lading, all of this tenor and date, one of which

being accomplished the rest to stand void. Dated at Liverpool, this first day of September, 1847. Contents unknown to

RICH'D RICH.

B.

THE STATE OF SOUTH CAROLINA,
City of Charleston.

We, the undersigned, Abraham J. Crews and Thomas P. Smith, wholesale dealers in dry goods, and residents of the city of Charleston aforesaid, do hereby certify, and make known unto all whom it may concern, that, at the request of Messrs. Barnwell & Ravenel, we did, on the 20th and 26th days of November last past, repair to their store in the said city of Charleston, and then and there did carefully examine and survey twenty-two cases of spool cotton, marked and numbered as per specification on the other side, which were shown to us as having been landed from the ship Martha, of Boston, Richard Rich, master, on her late arrival at this port from Liverpool; that we found the whole of the contents of said twenty-two cases, excepting 500 dozen colored spool cotton, to be all more or less damaged by stain and mildew, occasioned by being exposed to dampness, strongly impregnated with salt, and we concurred in recommending an early sale thereof at public auction, for account of whom it may concern; and we do further certify, that if the said cases of spool cotton had been landed in a sound and merchantable state, they would be worth in this market at the present time for cash the prices mentioned on the other side, opposite each kind respectively, amounting in the aggregate to the sum of five thousand five hundred and twelve dollars.

Witness our hands at Charleston aforesaid, the second day of December, 1847.

A. J. CREWS,
THOMAS P. SMITH.

Be it known, that on the second day of December, in the year of our Lord one thousand eight hundred and forty-seven, before me, William B. Heriot, a notary public, duly commissioned and sworn under the authority of the said State, and dwelling and practising in the city of Charleston aforesaid, personally came Abraham I. Crews and Thomas P. Smith, above named, who being duly sworn according to law, did severally declare and say, that the facts set forth in the foregoing certificate, signed by them, are all strictly true.

In testimony whereof I have hereunto set my hand and notarial seal aforesaid, the day and year last above mentioned.

[L. S.]

WILLIAM B. HERIOT,
Notary public.

STATEMENT—*Continued.*

Paisley, 18th August, 1847. Signed J. & P. Coates.					
Freight from Glasgow £4 19 0					
Bill of lading.....1s. 6	.....	.....	5 0 6		
Cartage, &c., 16s. 7; fire insurance 19s. 3; cast down commissions, &c., £2 8 0.	.....	.....	4 3 10	9 4 4	
				£783 3 4	

I hereby certify, that the above invoice and charges attached to be true copies of the original documents on file in this office, and that there has been refunded to Messrs. Barnwell & Ravenel ($121 38) one hundred and twenty-one $\frac{38}{100}$ dollars, being amount of duties returned on account of damage on said goods imported into this district, per American ship Martha, Rich, master, from Liverpool, on the 10th of November, 1847.

[SEAL]

THOS. D. JERVY,
Deputy collector.

C
[BR] 24 boxes.

23, 3s.11, 2s. 3, 1s. 8		14s. 8
24, 3s.11, 2s. 3, 1s. 8		14s. 8
25, 3s. 9, 2s. 3, 1s. 8		14s. 1
26, 3s. 9, 2s. 2, 1s. 8		13s. 7
27, 3s. 9, 2s. 4, 1s. 8		14s. 7
28, 3s. 6, 1s.11, 1s.10		12s. 4
29, 3s. 3, 1s.11, 1s.10		12s. 0
30, 3s. 8, 2s. 1, 1s. 9		13s. 4
31, 2s. 2, 2s. 1, 1s. 9		13s.11
32, 2s. 2, 2s. 1, 1s. 8		12s. 9
33, 3s.10, 2s. 3, 1s. 9		15s. 1
34, 3s. 8, 2s. 1, 1s. 9		13s. 4
35, 3s. 8, 2s. 2, 1s. 9		13s.11
36, 3s. 8, 2s. 2, 1s. 9		13s 11
37, 3s. 7, 2s. 1, 1s. 7		11s.10
38, 3s.10, 2s. 4, 1s.11		17s. 2
39, 3s.10, 2s. 4, 1s.11		17s. 2
40, 3s.11, 2s. 5, 1s.11		18s. 2
41, 3s.11, 2s 4, 1s.11		17s. 6
42, 3s.10, 2s. 4, 1s.11		17s. 2
43, 3s.10, 2s. 5, 1s.11		17s. 9
44, 3s. 9, 2s. 2, 1s.11		16s. 7
45, 3s. 5, 2s. 1, 1s. 7		11s. 5
46, 3s. 4, 1s. 4, 1s. 6		9s. 7
	3466 *a* 15	£6 10
Primage.....		6 6
		£6 16 6

Shipped in good order and condition by Richard Sheil & Co., in and upon the good ship or vessel called the Martha, whereof Rich is master for the present voyage, now lying in the port of Liverpool, and bound for Charleston, viz., twenty-four boxes cotton thread, being marked and numbered as per margin; and to be delivered in like good order and condition at the aforesaid port of Charleston (all and every the dangers and accidents of the seas and navigation of whatsoever nature and kind excepted) unto Messrs. Barnwell & Ravenel, or to their assigns; freight for the said goods being paid at Charleston, at the rate of fifteen shillings per ton of forty cubic feet, with five per cent. primage, at $4 80 per pound sterling, with average accustomed.

In witness whereof the master or purser of the said ship or vessel has affirmed to two bills of lading, all of this tenor and date, one of which

being accomplished the rest to stand void. Dated at Liverpool, this first day of September, 1847. Contents unknown to

RICH'D RICH.

B.

THE STATE OF SOUTH CAROLINA,
City of Charleston.

We, the undersigned, Abraham J. Crews and Thomas P. Smith, wholesale dealers in dry goods, and residents of the city of Charleston aforesaid, do hereby certify, and make known unto all whom it may concern, that, at the request of Messrs. Barnwell & Ravenel, we did, on the 20th and 26th days of November last past, repair to their store in the said city of Charleston, and then and there did carefully examine and survey twenty-two cases of spool cotton, marked and numbered as per specification on the other side, which were shown to us as having been landed from the ship Martha, of Boston, Richard Rich, master, on her late arrival at this port from Liverpool; that we found the whole of the contents of said twenty-two cases, excepting 500 dozen colored spool cotton, to be all more or less damaged by stain and mildew, occasioned by being exposed to dampness, strongly impregnated with salt, and we concurred in recommending an early sale thereof at public auction, for account of whom it may concern; and we do further certify, that if the said cases of spool cotton had been landed in a sound and merchantable state, they would be worth in this market at the present time for cash the prices mentioned on the other side, opposite each kind respectively, amounting in the aggregate to the sum of five thousand five hundred and twelve dollars.

Witness our hands at Charleston aforesaid, the second day of December, 1847.

A. J. CREWS,
THOMAS P. SMITH.

Be it known, that on the second day of December, in the year of our Lord one thousand eight hundred and forty-seven, before me, William B. Heriot, a notary public, duly commissioned and sworn under the authority of the said State, and dwelling and practising in the city of Charleston aforesaid, personally came Abraham I. Crews and Thomas P. Smith, above named, who being duly sworn according to law, did severally declare and say, that the facts set forth in the foregoing certificate, signed by them, are all strictly true.

In testimony whereof I have hereunto set my hand and notarial seal aforesaid, the day and year last above mentioned.

[L. S.]

WILLIAM B. HERIOT,
Notary public.

Specification of the goods landed from ship Martha, consigned to Barnwell & Ravenel, within mentioned and surveyed.

Marks and Numbers.	Packages and contents.	Sound.	Damaged.	Cash value in Charleston if sound.	
				Rate.	Amount.
C [BR] †30	1 case cont'g 6 boxes 100 doz. white spool cotton.....	None	600 doz	45	$270 00
†36	1 do do 100 doz do	None	600 doz	45	270 00
†28	1 do do 100 doz do	None	600 doz	45	270 00
†44	1 do do 100 doz do	None	600 doz	45	270 00
†23	1 do do 100 doz do	None	600 doz	45	270 00
†26	1 do do 100 doz do	None	600 doz	45	270 00
†31	1 do do 100 doz do	None	600 doz	45	270 00
†35	1 do do 100 doz do	None	600 doz	45	270 00
	Carried forward.....	.....	.....	..	$2,160 00
C [BR.]	Amount brought forward.....	.....	.....	..	2,160 00
†36	1 case cont'g 6 boxes 100 doz. white spool cotton.....	None	600 doz	45	270 00
†29	1 do do 100 doz do	None	600 doz	45	270 00
†38	1 do do 100 doz do	None	600 doz	45	270 00
†41	1 do do 100 doz do	None	600 doz	45	270 00
†42	1 do do 100 doz do	None	600 doz	45	270 00
†32	1 do do 100 doz do	None	600 doz	45	270 00
†25	1 do do 100 doz do	None	600 doz	45	270 00
†39	1 do do 100 doz do	None	600 doz	45	270 00
†34	1 do do 100 doz do	None	600 doz	45	270 00
†40	1 do do 100 doz do	None	600 doz	45	270 00
†33	1 do do 100 doz do	None	600 doz	45	270 00
†27	1 do do 100 doz do	None	600 doz	45	270 00
†43	1 do do 100 doz do	None	600 doz	45	270 00
†45	1 do 6 packages 100 doz colored do	None	600 doz	16	96 00
†46	1 do do 100 doz do	500 doz	100 doz	16	16 00
	Total cash value in Charleston if sound.....	.....	.....	..	$5,512 00

Sales at auction of 21 *one-sixth cases J. & P. Coates' col'd and white spool cottons, damaged on board of the ship Martha on her voyage from Liverpool to this port, on account of all concerned, by order of Messrs. Barnwell & Ravenel.*

1847	Harberson..	600 doz.	J. & P. Coates	white spool cot'n	600	35	$210 00
Dec. 2.	Bernard....	11,400	do	do	11,400	33	3,762 00
"	Leitch.....	100	do	colored cotton	100	13	13 00
"	Bowie.....	600	do	do	600	11	66 00
							$4,051 00

(265) Charges.		
Advertising.....	$4 23	
Extra labor preparing for sale.....	1 00	
Tax and commission, 7 per cent.....	283 57	
		288 80
Nett proceeds.....		$3,762 20

E. E.—Charleston, 6th December, 1847. DICK & CREWS.

STATE OF SOUTH CAROLINA,
City of Charleston.

Personally appeared Edmund B. Crews, of the firm of Dick & Crews, duly appointed auctioneers, who being duly sworn maketh oath and saith, that the foregoing account of sales at auction, nett proceeds, three thousand seven hundred and sixty-two dollars 20 cents, is in all respects strictly just and true.

E. B. CREWS.

Sworn to before me, this 31st January, 1848.

WILLIAM B. HERIOT,
Notary public.

C.

DISTRICT OF CHARLESTON.

I, A. J. Crews, appointed by Barnwell & Ravenel, do solemnly swear, that I will diligently and faithfully inspect and examine such goods, wares, and merchandise as the collector shall direct to be produced, and inspected, and examined, and shall truly report and declare, to the best of my knowledge and belief, the true damage such goods, wares, and merchandise has sustained during the voyage; and that I have no direct or indirect interest in the case, so help me God.

(Signed) A. J. CREWS,
(Signed) THOS. D. JERVEY,
Deputy collector.

DISTRICT OF CHARLESTON, *November*, 1847.

We, John Bryan and Arthur F. Holmes, appointed under the act of Congress of 20th of April, 1818, for the port of Charleston, and duly sworn as prescribed by the said act, and A. J. Crews, merchant, appointed by Barnwell and Ravenel, importer or consignee of certain goods, wares, or merchandise, as are hereafter specified, and which were imported from Liverpool in the ship Martha, whereof Richard Rich is, or was, master; the said A. J. Crews, merchant, having been sworn in like manner, and also that he has no direct or indirect interest in the case, have inspected and examined the said goods, wares, and merchandise; and we do report and declare, to the best of our knowledge and belief, that the damage affixed by us is just, and was sustained during the voyage of importation.

C

[B R] $26 *a* 45. Twenty cases C. S. thread.

Costs	£628	14	3
Charges	40	0	7

668 14 10 × 15 p. ct. £100 6 3

(Signed) A. J. CREWS,
JOHN BRYAN,
ARTHUR T. HOMES,
U. S. Appraisers.

I certify the above to be a true copy of the original on file in this office, January 31st, 1848.

THO. D. JERVEY, [SEAL.]
Deputy collector.

The ship Martha, of Boston, Richard Rich, master,
To Barnwell & Ravenel, Dr.

C
For loss on 21 cases spool cotton, marked [BR] $ 30, 36, 28, 44, 23, 26, 31, 35, 29, 38, 41, 42, 32, 25, 39, 34, 40, 33, 27, 43, 45,
C
and 100 dozen spool cotton in case, marked [BR] $46, damaged on board the said ship on her late voyage from Liverpool to Charleston, by the drainings of salt stowed over them in the between decks, viz., the said goods, if sound, would have sold for cash as per certificate of merchants, marked A - - - - - - $5,512 00

But being damaged, they were sold at auction for account of whom it might concern, and the nett proceeds thereof per sales, marked B, amount to - - 3,762 20

$1,740 80

Deduct abatement of duties allowed by the custom-house on account of damage, as per copy of appraisers' certificate C, viz., amount of damage allowed on prime cost or dutiable value £100 6 3 *a* 484 p. pound sterling $485 51, at 25 per cent. makes the abatement of duty - - - - - - 121 38

$1,628 42

Deduct also freight due to the ship per bill rendered - 32 76

Amount of claim - - - $1,595 66

E. E. Charleston, S. C., January, 1848.

R. HERIOT & SON,
Insurance brokers.

(*Claim of Andrew Moffett & Son.*)

AMS no'ing 3s. 2, 2s.7, 1s.8 13s.8
109, 3s.10, 2s.8, 1s.8 17s.0
30s.8 *a* 25 £0 19 2
Primage - - - 2

£1 0 2

Shipped in good order and condition by William Stuart, in and upon the good ship or vessel called the Martha, whereof Richard Rich is master for this present voyage, and now lying in the port of Liverpool and bound for Charleston, one case, one bale merchandise, being marked and numbered as per margin, and are to be delivered in like good order and condition at the aforesaid port of

Charleston (all and every the dangers and accidents of the seas and navigation of whatsoever nature or kind excepted) unto Messrs. Andrew Moffet & Son, or their assigns, he or they paying freight for the said goods at the rate of, as per margin, at $4 80 per pound sterling, five per cent. primage and average accustomed.

In witness whereof the master or purser of the said ship or vessel hath affirmed to three bills of lading, all of this tenor and date, one of which being accomplished, the rest to stand void. Dated at Liverpool, this 7th day of September, 1847. Contents unknown to

RICH'D RICH.

CHARLESTON, *6th May*, 1848.

Ship Martha and owners,

To A. Moffett & Son, Dr.

1847, Dec. 3, to amount of invoice	£91 10 6	
100 per cent. on same	91 10 6	
	£183 1 0	= $813 56
Credit by sale of same goods at auction	$621 44	
By return duties from custom-house	55 15	
		676 59
		$136 97

Invoice of bale AM&S † 109.

AM&S.					
Bale	1	6 7-4 assorted handkerchiefs, 11s. 6	£3 9 0		
No. 109	2	12 6-4 do do 7s. 6	4 10 0		
	3	12 5-4 do do 6s. 6	3 18 0		
	4	12 6-4 do do 4s. 10	2 18 0		
	5	12 4-4 do do 4s. 0	2 8 0		
	6	24 6-4 do do 2s. 2	2 12 0		
	7	24 4-4 do do 1s. 8	2 0 0		
	8	6 6-4 shepherd's plaid do 7s. 9	2 6 6		
	9	3 6-4 railroad do 10s. 9	1 12 3		
	10	3 7-4 fancy do 26s. 0	3 18 0		
	11	3 7-4 do do 23s. 0	3 9 0		
	12	3 7-4 do do 18s. 6	2 15 6		
	13	3 7-4 do do 15s. 0	2 5 0		
	14	3 7-4 do do 12s. 0	1 16 0		
	15	3 8-4 do do 15s. 0	4 10 0		
	16	6 8-4 shawls, 12s. 6	3 15 0		
	17	6 8-4 covenanter shawls, 11s. 0	3 6 0		
	18	12 8-4 do do 8s. 6	5 2 0		
	19	2 8-4 do do 6s. 9	4 1 0		
			£60 11 3		
		Amount brought forward	60 11 3		
		Discount for cash 1¼ per cent	15 3		
					59 16 0
85-341		1 ps. W. E. fancy tweed, 29 yds.			
85-334		1 ps. do do 26¾			
		— 55¾ yds., 2s. 6	6 19 4		

STATEMENT—*Continued.*

186	1 ps. W. E. fancy tweed,	25 yds.	2s.10...	3 10 10		
100	1 ps. do do	29¼	3s. 0...	4 7 9		
						14 17 11
58-634	1 ps. Scotch tweed,	34½				
141	1 ps. do do	25				
149	1 ps. do do	23¼				
101	1 ps. do do	20¾				
		103½	3s. 4...	17 5 0		
	Discount.....			8 5		
						16 1 7
						£91 10 6
	£91 10 6 is equal to.....				$406 78	

I certify the above invoice to be a true copy of the original on file in this office.

Collector's office, Charleston, South Carolina, 13th May, 1848.

THOS. D. JERVEY, [SEAL.]
Deputy collector.

Sales at auction of sundries damaged on board of the ship Martha on her voyage from Liverpool to this port, on account of all concerned, by order Messrs. A. Moffett & Son.

AMS 1	Green.....	6 7-4 assorted shawls.....	6 2 25	$13 50
Bale 2	Ditto	12 6-4 do do	12 2 00	24 00
Dec. 3	Ditto	12 5-4 do do	12 2 00	24 00
4	Leitch	12 6-4 do do	12 2 37½	28 50
5	Ditto	12 4-4 do do	12 1 81	21 72
6	Deveneau ..	24 6-4 do do	24 1 37½	33 00
7	Ditto.	24 4-4 do do	24 1 06	25 50
8	Clark.....	6 6-4 shepherd do	6 2 87½	17 25
9	Green.....	3 rail 6-4 do	3 3 75	11 25
10	Ditto	3 7-4 fancy do	3 8 00	24 00
11	Ditto	3 7-4 do do	3 7 00	21 00
12	Clark.....	3 7-4 do do	3 8 25	24 75
13	Ditto	3 7-4 do do	3 7 25	21 75
AMS		Amount brought forward.....	.....	$290 22
Bale 14	Leitch.....	3 7-4 fancy.....	3 5 62	16 88
15	Ditto	6 8-4 do do do	6 6 25	37 50
16	Clarke.....	6 8-4 do do do	6 6 12	36 75
17	Leitch.....	6 covenanter do	6 4 37	26 25
18	Ditto	12 do do	12 3 50	42 00
19	Green.....	12 do do	12 3 00	36 00
	Ditto	8 ps fancy tweeds.....	213 87½	186 81
		85, 341, 85, 334, 186, 100, 56, 634, 141, 149, 101.		
				$672 41

(267) CHARGES.

Advertising.....	$3 90	
Tax and commission 7 p. ct.....	47 07	
		50 97
Nett sales.....		$621 44

E. E.—Charleston, 6th December, 1847. DICK & CREWS.

We, the undersigned, dry good merchants, being called upon by Andrew Moffet & Son to appraise a bale, AM and S, $109, damaged on board ship Martha, Captain Richard Rich, on her last voyage from Liverpool, having carefully examined the same, do certify the damage to be fifty per cent., (50 p. c.;) and, if said goods were sound, would be worth in this market one hundred per cent. (100 p. c.) on sterling cost.

S. THOMAS.
E. W. BANCROFT.

Statement of duty returned on goods imported into this district in the ship Martha, Rich, master, from Liverpool, being damaged on the voyage, by A. Moffet & Son.

Value of goods	damages estimated	rate of duty	return duty.
At £37.19.7,	or $183 82,	30 p. c.	$55 15.

I hereby certify that the above amount, $55 15, has been refunded to A. Moffet & Son.

Collector's office, Charleston, 9th May, 1848.

THOS. D. JERVEY,
Deputy Collector.

Claim of W. & J. E. Adger.

Invoice of merchandise purchased by Richard Hill & Co., Birmingham, for and on account and risk of Messrs. W. & J. E. Adger, Charleston.

W & J E A R	250 pair hooks and hinges, ea. 7, 8, 9 in.		
192	120 pair hooks and hinges, 10 inch, 15, 2, 16, 14 s. 6	£11 6 10	
	Cask	0 13 0	
			£11 19 10
‡ 166	30 doz. iron Carolina hoes to order, 4 s., i. e. 4 s. 6	6 15 0	
	Cask	.....	0 7 0
167 & 168	30 doz ea. Carolina hoes, 3 s. and 2 s.; 60 doz. 11 s	14 10 0	
	2 casks 7 s. 3	.....	0 14 6
169 *a* 172	30 doz. ea. 2 s.; 80 doz. 5 s. 6	22 0 0	
	4 casks *a* 6 s	.....	1 4 0
173 *a* 176	20 doz. ea. 0 s. 1; 80 doz. *a* 5 s. 11	23 13 10	
	4 casks 6 s. 6	.....	1 5 0
177, 178	20 doz. ea. 1 and 2; 40 doz. *a* 6 s. 4	12 13 4	
	2 casks 7 s. 6	.....	0 15 0
		£79 11 8	
	2½ p. c	1 19 9	
			77 11 11
			£81 18 5
W & J E A R	3 doz. long handles bit fry pans, assorted, 4 *a* 7, 1, 2, 3		
	3 doz. long handles bit fry pans, assorted, 5 *a* 9, 1, 3, 15		

STATEMENT—*Continued.*

	2 doz. long handles bit fry pans, assorted, 4 *a* 11, 1, 1, 24 *a* 22	5 7 3	
	Bagging 8 bales and carriage	0 11 6	
			5 18 9
	RECAPITULATION.		
W & J E A R	192, 1 cask hinges	11 19 10	
	166 *a* 178, 13 casks hoes	81 18 5	
	8 bales of pans	5 18 9	
		£99 17 0	
	Com. £93.18.3, 2½ p. c.; £5.18.9, 3 p. c.	2 1 0	101 18 0

E. E.—Birmingham, August 30th, 1847.

RICHARD HILL & CO.

Invoice of merchandise purchased by Richard Hill & Co., Birmingham, for and on account and risk of Messrs. W. & J. E. Adger, Charleston.

W & J E A R	20 bright log chains, 10 a 12 feet long, 6 link, weighing 12 to 14 lbs. each, 2, 2, 23, a 17s. 3d	£2 6 9	
189	10 bright log chains, 18 a 22 lbs. 2, 2, 16, a 16s. 9d	2 4 4	
	10 bright log bare ½ inch, 2, 0, 14, 16s. 6d	1 15 1	
			6 6 2
†190	50 bright fifth chains, 10 a 12 feet long, 8 link, 4, 3, 24, 21s	5 4 3	
	20 " " " with stretches		
	25 double back bands, 1, 0, 15, 22s. 3d	1 5 3	
	25 self color, 1, 0, 14, 21s. 6d	1 4 2	
			7 13 8
†191	20 bright log chains 12 to 16 feet long, bare 7-16 in. iron, 3, 1, 10, 17s. 6	2 18 6	
	5 " " " full ½ in. 1, 2, 7, 16s. 3d	1 5 5	
			4 3 11
	2 casks a 7s. 6d.; 1 cask 5s		1 0 0
	Del'd free		£19 3 9
†193	125 pair hooks and hinges, 12 in..		
	75 " " " 14 in..		
	50 " ea. " 16 & 18 in		
	15 " " " 20 "	15, 0, 6, a	
	8 " " " 24 "	14s. 6d. 10 18 4	
	5 " " " 28 "		
	10 " " " 30 "		
	Cask	0 12 0	£11 10 4
W & J E A R	420 feet bright coil chain, 16 link, †2. 140 yards a 6½ yd		3 15 10
206	Cask and carriage		0 8 6
			£4 4 4
†225	12 pair square joint iron head kitchen, ea fire irons, 0, 3s. 1, 3s.6d. 2, 4s	6 6 0	

STATEMENT—*Continued.*

	10 pr. Collins' warranted steel-yards, 50 lb., 3s..	1 10 0		
	5 pr. " " " 75, 3s. 6d.....	0 17 6		
	12 pr. ea. " " " 100, 4s. a 150, 5s..	5 8 0		
	15 pr. " " " 200 lbs. 6s.....	4 10 0		
	9 pr. " " " 250, 7s. 6d.....	3 7 6		
		21 19 0		
	72½ pr. ct..	15 18 3		
			£6	0 9
	Amount brought forward.....	.....	6	0 9
	3 doz. ea. 5 in., 7s. 6d. 6, 9s. double shutter bolts, ½ in. iron, round knobs and staples..	2 9 6		
	4 doz. 7 in. 10s. 6d.....	2 2 0		
	1 " 9 in. 13s. 6d.....	0 13 6		
	1 " 10 in. 15s , 5s. 8d. in iron.....	0 15 0		
	2 " 11 in. 16s. 6d.....	1 13 0		
	1 " 7 in. 12s. 6d., ½ with rings.....	0 12 6		
	2 " 8 in. 14s. a 9, 15s. 6d.....	2 19 0		
	1 " 10, 17s. 12, 20s. ⅝.....	1 17 0		
	2 " 11 in. 18s. 6d	1 17 0		
		14 18 6		
	70 pr. ct.....	10 8 11		
			4	9 7
225 cont'd.	3 doz. 4 in. solid end tower bolts, 4s. ½ in. iron.	0 12 0	10	10 4
	1 doz. ea. 7, 7s. 10, 10s. " " " "	0 17 0		
	1 doz. " 4 in., 5s.; 5, 6s. and 6, 7s. Neck'd....	0 18 0		
		2 7 0		
	65 pr. ct.....	1 10 6		
			0	16 6
	2 doz. 10 in. closet locks, full bushed and full wards, handed complete, 3s. 8d.....	0 7 4		
	2½ pr. ct.....	0 0 2		
			0	7 2
	3 doz. ea. 2½, 8s., 2¾, 8s. 9d., in. pad locks, †41.	2 10 3		
	1 " 3 in. " " " 10, 18s..	0 18 0		
	½ " 3 in. " " " 44, 24s..	0 12 0		
	1 " ea. 2¾, 17s., 3 in. 18s., " 116.....	1 15 0		
			5	15 3
	Cask, carriage, &c.....	.....	1	5 6
			18	14 9
†226	3 single guns, sham twist, percussion back action locks, 27 a 30 in. long, ½ a ¾ bore, named Manton, London, D, 908 a 14s.....	2 2 0		
	1 single boy's flint gun, sham twist, D, 906, patent britch barrel, 26½ in. long, without the britch, ½ in. bore, named as above, 14s.....	0 14 0		
	1 single boy's flint gun, real twist, patent britch, long strap, 27 in. long, 9-16 bore, named as above, D, 907, 16s. 6d.....	0 16 6		
		3 12 6		
	Amount brought forward.....	3 12 6		
†226 Continued.	5 single boy's percussion guns, back action lock, patent britch, &c., barrels 27 to 30 in. long, ½ to 9-16 bore, named as above, D, 909, 16s. 6d.....	4 2 6	7	15 0
	Case, carriage, &c.....	.....	0	7 0
			£8	2 0

STATEMENT.—*Continued.*

†227	18 pair chamber candlesticks, 5½ in. 8s.6d. O A.	0 12 9	
	10 gross 19 line japanned paper buttons, 9d.....	0 7 6	
	3 doz. japan'd snuffers, plain, †7877, 1s. 2d....	0 3 6	
	3 doz. " " ornamented, 7854, 1s. 6d. 33, 2s. 3d.....	0 11 3	
	1 doz. jap'd tea trays, ea. 10, 1s. 8d., 12, 2s. 18, 6s., 28, 18s., ass. 9888, 9880.....	1 7 8	
			£3 2 8
	Case, carriage, &c.....	.....	0 8 6
			3 11 2
W & JEA R	RECAPITULATION.		
189 a 191	3 casks chains.....	19 3 9	
193	1 " hinges.....	11 10 4	
206	1 " chains.....	4 4 4	
225	1 " hardware.....	18 14 9	
226	1 case guns.....	8 2 0	
227	1 " hardware.....	3 11 2	
		65 6 4	
	Com. £35 12s. 3d. 3 pr.ct., £30 14s. 1d., 2 p.ct.	1 13 10	£67 0 2

E. E. BIRMINGHAM, *August* 16, 1847.

RICHARD HILL & Co.

SHEFFIELD, *August* 26, 1847.

Messrs. W. & J. E. Adger,

Bought of Ashton & Jackson.

2 casks	106, 6 gro. table knives and forks, 1473, a 7s.6d.	2 5 0	
W & JA	133½, 133½, single, 5 gro. ea.....	7 10 0	
22, 23	232½, 14s. 6d , 378½, 15s. 6d., 1 gro. ea.....	2 18 0	
	6846½, 26s. 18 doz. fish hook knives, a 1s. 8d...	1 10 0	
	507, 688½, 3 doz. fancy penknives, ea.....	1 8 6	
	573, 2s. 6d., 679, 7s., 680, 2 doz. fancy penknvs.	1 14 0	
	685, 5s. 3d., 689, 5s., 6s. 9d., 1 doz. " " ...	0 16 0	
		18 1 6	
	Amount brought forward.....	18 1 6	
	682, 2 doz. fancy penknives, 6s. 6d.....	0 13 0	
	842, 6s. 6d., 920, 7s. 6d., stag, 2 doz. one blade pocket knives, ea.....	1 8 0	
	955, 7s.6d., 956, 7s., plain, 2 doz. one blade pocket knives, ea.	1 9 0	
	1035, 7s. 1156, 6s., 2 doz. " " " " "	1 6 0	
	1220, 3 doz. one blade pocket knives, ea. 6s. 6d.....	0 19 6	
	1258, 7 doz. two " " " " 2s. 8d.....	0 18 8	
	1254, 2s. 8d., 42, 3s. 4d., 45, 3. 9d., 6 doz. two blade pocket knives, ea.....	2 18 6	
	1250, 2s. 9d., 1446, 6s., 18, 4s. 9d., 6 doz. two blade pocket knives, ea.....	4 7 0	

STATEMENT—*Continued.*

1446, sig. shd. 3 doz. two blade pocket knives, ea. 6s. 10d...	1	0	6
1483, shd., 3 doz. " " " " " 8s.....	1	4	0
1447 13 doz. " " " " " 6s.....	3	18	0
1431, 15 doz. " " " " " 5s.....	3	15	0
1431, segs., 12 doz. " " " " " 5s.....	3	0	0
1418, " 3 doz. " " " " " 4s. 9d....	0	14	3
1322, 4s. plain, 1439, 6s. sg., 6 doz. ea. two blade pocket knives, ea.....	3	0	6
1275, no shd., 3 doz. two blade pocket knives, 5s.....	0	15	0
1454, 5 doz. " " " " 9s.....	2	5	0
1487, 9s., 54, 9s. 6d. clip, 3 doz. ea., two blade pocket knvs.	2	15	6
1461, 9s., 1767, 12s., 3 doz. " " " " ..	3	3	0
1884, 10s. 6d., spear, 2475, 4s. 9d , 3 doz. ea., two blade pocket knives.....	2	5	9
2476 6 doz. razors, in cases, sealed, a 5s. 3d.....	1	11	6
A, 108, 6s. 3d., 2492, 10s. a 109, 8s. 6d., 3 doz. ea., razors, in cases, sealed, a 5s. 3d.....	3	14	3
2489, 3 doz. razors, in cases, sealed, a 8s. 6d.....	1	5	6
2250, 3s. 4d., 51, 4s., 6 doz. fancy woman's scissors, ea....	2	4	0
No comm'n, 2459, 3 doz. sheer steel tailors' scissors, a 9s....	1	7	0
C, 1579, 8s. 6d., C, 1658, 16s., 57, 16s., 3 doz. Chas. Jackson's pocket knives.....	6	1	6
C, 1665, 18s., stag, 66, 16s. 6d., 67, 16s. 6d., C, 1665, 18s., 3 doz. Chas. Jackson's pocket knives.....	10	7	0
C, 1687, two blade, 1 doz. Chas. Jackson's pocket knives, ea.	1	5	0
C, 1678, 19s. 6d., 80, 12s., 2 doz. " " " "	3	3	0
C, 1584, 10s 6d., 85, 10s. 6d., 2 doz. " " " "	2	2	0
W, 164, 8s., W, 162, 5s., 3 doz. penknives, ea.....	1	19	0
2498, 2 doz. razors, in cases, sealed.....	0	15	0
2451, 2 doz. sheer steel tailors' scissors, 5s. 3d.....	0	10	6
Amount carried forward.....	£96	2	11

	Amount brought forward.....			£92	2	11
	Cask 15s. 6, carriage to Liverpool 16s.....			1	11	6
A. J. & Co No. 22	24 doz. taper saw files 4 in. 3s. 4..	£4	0	0		
	120 " " " 4½ in. 3s. 8..	22	0	0		
		26	0	0		
	Discount 42½ per cent.....	11	1	0	14	19
					14	19
P. & J. B.	12 doz. C. S. taper saw files 3 in. *a* 3s.....	1	16	0		
	24 doz " " " 3½ 3s., 4 in. 3s. 4	7	12	0		
	6 doz. flat warding files 3½ 3s. 4, 4½ 3s. 7.....	2	1	6		
	6 doz. ½ round " " 3½ 3s. 7, 4½ 3s. 10.....	2	4	6		
	4 doz. mill saw files 8 in. *a* 6s. 6...	1	6	0		
	2 doz. mill " " 10 9s. 9, 11 11s. 6.....	2	2	6		
	5 doz. " 12 inch *a* 13s. 6.....	3	7	6		
	3 doz. " 14 " 19s.....	2	17	0		
	3 doz. ½ round wood rasps 12 in. 15s.....	2	5	0		

STATEMENT—*Continued.*

	1 doz. flat wood rasps 11 in. 11s. 6	11 6		
	5 doz. shoe rasps 10s. in. 10 6....	2 12 6		
	4 doz. horse " ass. ¼ and ½ file ea. 12 15s., 14 21s. 6	7 6 0		
	2 doz. " " " 13 in. 17s. 9	1 15 6		
	1 doz. " " " 15 in. 26s. 6	1 6 6		
	2 doz. horse rasps bev. 12 16s. 6, 14 in. 23s.....	3 19 0		
	1 doz. " " 13 19s. 3, 15 28s.	2 7 3		
	3 doz. ½ round bastard files 10 in. a 10s. 6.....	1 11 6		
		47 1 9		
	Discount.....	23 10 10		
			23 10 11	
No. 23	24 doz. taper saw files 4½ a 1s. 5...	.....	1 14 0	
	Cask 7s. 6, carriage to Liverpool 13s. 6.....	.....	1 1 0	26 5 11
	Commissions 3 p. c. on £41 4 11..	.....	.....	1 4 9
	" 5 p. c. on 74 15 11..	.....	.....	3 14 10
				£143 18 11

Invoice of merchandise purchased by Richard & Co., Birmingham, for and on account and risk of Messrs. W. & J. Adger, Charleston.

		T.	cwt.	qr.	lbs.			
15 bdles hoop iron	¾ in.	0	7	2	0	a £11 15 00	£4 8 2	
5 " "	⅞ in.		2	2	0			
5 " "	1⅛ in.		2	2	0			
5 " "	1½ in.		2	2	0			
5 " "	2 in.		2	2	0			
20 " "	1 in.		10	0	0			
10 " "	1¼ in.		5	0	0			
		1	5	0	0	a 11 5 0	14 1 3	
							18 9 5	
	1½ per cent.....						5 6	
								18 3 11
	Commission 2½ per cent.....						.....	7 2
								£18 11 1

E. E.—Birmingham, Sept. 6th, 1847.

RICHARD HILL & CO.

BIRMINGHAM, *August 26th*, 1847.

Recapitulation of hardware shipped on board the Martha, Rich, master, from Liverpool, bound to Charleston, consigned to Messrs. W. & J. E. Adger, merchants, these being on their account and risk.

WA & Co. V 300 *a* 304	Sundries	£23 7 8
	Do	10 2 6
		33 10 2
	Commissions 5 per cent	1 13 6
		£35 3 8

E. E. VAN WART, SON & CO.

WA & Co. V Cask 300	3 doz. cast butts ea. 2¼, 2s. 2; 2½, 2s. 7; 2¾, 3s. 1; 3 in., 3s. 9	1 14 9	
	80 p. ct.	1 7 9	
			0 7 0
	2 H. Van Warts warr'd double hand screw plates ⅜ in, 7s. 6	15 0	
	8 " " " " " ⅝ in. 10s	4 0 0	
	5 " " " " " ¾ in. 12s	3 0 0	
	1 " " " " " 1⅛ in. 20s.	1 0 0	
		8 15 0	
	70 per cent.	6 2 6	
			2 12 6
	6 smith's bellows pipes, ea. 18, 20, 22, in. 60 lbs. 4s.	1 0 0	
	Welding the above, 18, 10d; 20, 10d; 22 in. 1s.	0 16 0	
	6 pr. square joint kitchen fire irons, ea. 1, 3s. 9; 4, 5s 10; 5, 6s. 8; nos. pairs	4 17 6	
	12 pair " " " " 2, 4s. 7.	2 15 0	
	24 pr. brass head, round joint, ea. 1, 3s. 6; 2, 4s.; 6, 6s.	16 4 0	
	12 pr. ea. " " 3, 4s. 6; 4, 5s.; 7, 6s. 6	9 12 0	
	12 pr. " square, 0, 2s; 1, 2s. 3; 2, 2s. 6.	4 1 0	
	12 pr. " " ea. 3, 2s. 9; 6, 3s. 6.	3 15 0	
		43 0 6	
	65 per cent.	27 19 4	
			15 1 2
	9 pr. brass head, round joint, fire irons, ea. 2261, 2s.; 2531, 2s. 3; 2262, 2s. 7	3 1 6	
	3 pr. quoits to order, 1s. 6	4 6	
			3 6 0
	Cask 23s, carriage 18s.		2 1 0
			£23 7 8
WA & Co. V Cask 304	12 pr. brass head, round joint fire irons, No. 1, 3s. 6; square pans rec'd	2 2 0	
	65 per cent.	1 7 4	
			0 12 8
	6 doz. 1½, 4s. 6; in. wrought table hinges	1 7 0	
	2 doz. ea. 7, 8s. 6; 8, 10s., in. " H "	1 17 0	
	4 doz. ea. 9, 13s.; 10, 16s.; in. " " "	5 16 0	
	2 doz. 6, 4s.; in. chest " "	0 8 0	
	1 do. 8 in. " " "	0 6 0	
		9 14 0	

STATEMENT.—*Continued.*

	[Brought Forward.....	9	14	0]			
	62½ per cent.....	6	1	3			
					3	12	9
	6 glue pots, copper caps, 0000, 2s.....	0	12	0			
	57½ per cent.....	0	7	0			
					0	5	0
	8 doz. stick ferules 2½, 3½ in. long ⅝ 1s. 9; a ¾ in.	0	14	0			
	30 per cent.....	0	4	2			
					0	9	10
	Amount carried forward.....				£5	0	3
	Amount brot. forward.....				5	0	3
	½ doz. japanned 2, 1s. 9; in. pew door buttons...	0	0	11			
	4 doz. 5 in. 10d. hat and coat hooks, 33.....	0	3	4			
	½ gsos 4 in. Mane combs.....	0	2	0			
		0	6	3			
	20 per cent.....	0	1	3			
					0	5	0
	12 doz. 8, 4s.; bar. Wakelane's extra strong fancy bronzed han. curry combs, No 190....	2	8	0			
	3 only 8, 7s. 9; in. Felderly's improved patent rim locks, No. 387 with best plated furniture	1	3	3			
					3	11	3
	Cask, boxes, &c., 18s; carriage 8s...				1	6	0
					£10	2	6

Messrs. W. & J. E. Adger, Charleston.

Bot. of W. & S. Butcher, August 17th, 1847.

Invoice of 1 *cask consigned to Messrs. Brown, Shipley & Co., Liverpool.*

W & JA. 5.	4 doz. spring has., 1854 a 5s. 6.....	1	2	0			
	2 doz. " " 4297, 11s. 6; 1746, 7s. 6; 76, 8s. 6.	2	15	0			
	3 doz. " " 4299 11s. 6; 1770, 8s.....	2	18	6			
	6 doz. " " 1783, 9s.....	2	14	0			
	3 doz. " " 4303 11s. 6; '04, 11s. 6.....	3	9	0			
	2 doz. " " 4522, 12s. 6; 5973, 11s. 6; 75, 12s. 6.....	3	13	0			
					16	11	6
	Commission 7½ per cent, ditto.....				1	4	10
	3 gross sal. knives and forks, 3074½, 39s.....	5	17	0			
	2 gross " " " 3070½, 31s. 6.....	3	3	0			
					9	0	0
	Commission 5 per cent, ditto.....				0	9	0
	4 dozen razors in cases, 1412, 9s; '51, 12s. 6....	4	6	0			
	2 doz. " " 1463, 15s.....	1	10	0			
					5	16	0
	No commission on ditto.						
	1 doz. l. s. plane irons, 2⅛, 8s. 6; 2⅜, 10s. 6....	0	19	0			
	1 doz. cut " " 2, 8s. 6; 2⅜, 11s.; 2½, 12s.; 2⅝, 9s.....	2	0	6			
	2 doz. cut plane irons, 2¼, 10s.....	1	0	0			
	1 doz. double " 2¼, 18s.....	0	18	0			
	½ doz. " " 2 1-16, 16s. 6; 2⅜, 19s.; 2½, 21s.	1	8	3			

STATEMENT—*Continued.*

2 sets turning chissels (of 8) at 1¼ 6s. 6; a 2, 9s. 3	1	11	6			
2 sets of gouges (of 8) at 1¼, 8s. 3	0	16	6			
3 doz. bright socket chissels ½, 12s. 6; ¾, 14	3	19	6			
2 doz. " " " 1¼, 16s.	1	12	0			
	£14	5	3	33	1	4
Amount brought forward	14	5	3	33	1	4
2 doz. drawing kn., 9, 23s. 6; 12, 29s.; 13, 32s.	8	9	0			
4 doz. " " 10, 24s. 6; 11, 26s.	10	2	0			
1 doz. firmer chisels, ¾, 5s. 6; 1¼, 9s. 9; 1½, 12s.	1	7	3			
2 doz. " " 1, 7s.	0	14	0			
8 doz. " " att., 1¼, 5s. 6	2	4	0			
2 doz. " " att'd, a 2, 8s.	0	16	0			
4 doz. " " att'd, 1½, 6s.	1	4	0			
3 doz. " gouges, a 1½, 7s.	1	1	0			
1 doz. S. double plane irons, 2¾, 19s.	0	19	0			
½ doz. " " " 2¼, 18s.; 2½, 21s.	0	19	6			
	£42	1	0			
35s. p. ft.	14	14	4			
				27	6	8
Cask, 15s. 6; carriage to Liverpool, 17s. 6				1	13	0
				62	1	0
2½ p. ft., fine spring cutlery, £16.11.6	0	8	4			
3 p. ft., fine razors and tools, £33.2.8	0	19	10			
				1	8	2
				£60	12	10
2 months' interest				0	10	1
				£60	2	9

AUGUST 2, 1847.

Messrs. W. & J. E. Adger & Co.,

Bot. of Naylor, Veckers & Co.

Consigned to Messrs. Brown, Shipley & Co., Liverpool.

WA & Co. N						
Case No. 11	Sheet caststeel for gin saws, 9¼, 46 in., No. 21, George, 5.0.1, 45s.	£11	5	5		
" " 12	Sheet caststeel for gin saws, 9¼ × 46 in., No. 21, George, 5.0.0, 45s	11	5	0		
" " 13	Sheet caststeel for gin saws, 9¼ × 46 in., No. 20, George, 5.0.4, 45s.	11	6	7		
		£33	17	0		
	Discount 10 p. c.	3	7	8		
					30	9	4
	3 cases, 6s. 6 ea., 19s. 6; carriage to Liverpool, 15.0.5, a 1s. 6				2	2	1
					£32	11	5

Terms for cash. E. E. NAYLOR, VECKERS & CO

Invoice of merchandise, purchased by Saml. A. Goddard & Co., Birmingham, for and on account of Messrs. Wm. & J. E. Adger, merchants, Charleston.

701. A o B	3 steel mounted double guns, patent twist, No. 237, S., *a* 30s.	£4	10	0			
1	2 G. S. mounted double guns, patent twist, No. 237, GS., 31s.	3	2	0			
	3 steel mounted double guns, patent twist, No. 238, S., 35s.	5	5	0			
	2 G. S. mounted double guns, patent twist, No. 238, GS., 36s.	3	12	0			
	4 steel mounted double flint locks, No. 243, 25s.	5	0	0			
	2 " " " " 244, 30s.	3	0	0			
	Papering 16 guns.	0	4	0			
	Freight to Liverpool, 3s. 3; case 6s. 6	0	9	9			
					25	2	9
2	4 steel mounted double guns, No. 239, 40s.	8	0	0			
	2 " " " " 240, 50s.	5	0	0			
	2 " " " " 241, 60s.	6	0	0			
	1 " " " " 242, 35s.	1	15	0			
	1 " " " " 242½. 60s.	3	0	0			
	2 " " " flint, No. 245, 40s.	4	0	0			
	Papering 12 guns *a* 3d.	0	3	0			
	Frt. to Liverpool, 3s.; case, 6s.	0	9	0			
					28	7	0
					£53	9	9
	Com., 5 p. c.				2	13	6
	Postage.				0	2	0
					£56	5	3

E. E.
BIRMINGHAM, *August* 16*th*, 1847.

SAML. A. GODDARD & CO.

SHEFFIELD, *August* 28, 1847.

Messrs. W. & J. E. Adger & Co., bot. of Thos. Turner & Co.

p. To care of Messrs. Brown, Shipley & Co., Liverpool.

T [A] C	3 doz. knives, 1902, 5s. 1; 1903, 5s. 5; 1910, 6s 8.	£2	11	6			
	3 doz. knives, 1907, 6s.	0	18	0			
	6 doz. " 1904, 5s. 5.	1	12	6			
	2 doz. " 1937, 7s. 6; 1938, 7s. 3; 1939, 7s. 6	2	4	6			
	2 doz. " 1940, 8s. 3; 1951, 8s. 9.	1	14	0			
	2 doz. " 1929, 6s.; 1956, 8s. 6; 2026, 7s.	2	3	0			
	2 doz. " 2148, 10s. 8; 2526, 9s. 9; 2522, 11s. 3.	3	3	4			
	Carried forward.	£14	6	10			
	Amount brought forward.	£14	6	10			
	2 doz. knives, 2522, Stg. 11s.; 2535, 10s. 9.	2	3	6			
	2 doz. " 2531, 10s. 6; 2553, 12s.; 2512, 7s. 6.	3	0	0			
	2 doz. knives, 2526, 12s. 6; 2529, 11s. 6.	2	8	0			
	2 doz. " 1789, 10s. 9, 11s. 6; 2544, 10s. 6; 2505, 12s. 6.	2	6	0	1	3	0

STATEMENT—*Continued.*

3 doz knives, 1773½, 9s; 1772½, 8s. 3.....	2	11	9			
3 doz. " 282, 15s. 6; 282½, 17s. 6.....	.....			4	19	0
4 doz. " 4119, 11s. 6; 3½.....	.....			2	6	0
1 doz. castrating knives, 1483, 8s. 4.....	.....			0	8	4
2 doz. sportsman's knives, 1769½, 17s.....	1	14	0	£3	16	4
3 doz. knives, 2180, 4s. 4; 2183, 4s. 4.....	1	6	0			
2 doz. penknives, 2187, 4s. 9; 2114, 7s.....	1	3	6	10 p. c.	17	8
½ doz. knives, 721, 16s.; 834, 9s.....	0	12	6	7	18	8
2 doz. " 1340½, 15s 6; 1334½, 14s.....	2	10	0			
4 doz. tables, 6s; desserts, 5s. 6, 3381.....	2	6	0			
2 doz. " 6s. 9; " 6s 3, 3383.....	1	6	0			
12 doz " " 3237, 24s. pr. gross..	1	4	0			
3 doz. " 5s. " 4s. 6, 3357.....	1	8	6			
6 doz. knives, 33, 3s. 1.....	0	18	6			
2 doz. razors, 4092, 9s.....	0	18	0			
2 doz. " 4098, 9s.....	0	18	0			
	£43	10	1			
5 p. c.....	2	3	6			
	.....			41	6	7
Cask, 6s.; carriage, 5s. 9.....	.....			0	11	9
				£49	17	0

Bill of Lading.

WA&Co.	3 cases steel, 11 a 15; 109 a 15s., 17.6.							
N.		WA&Co.	109 cask..... 3. 9					
W&JEA	189 cask..... 9. 8	166 cask.....10.11		Ft.	In.	at 20s.		
R.	190 " 9. 8	167 .....11. 9		392	3	at 20s.	9	16 1
	191 " 6. 5	168 .....11.10		15		at 17s. 6...	0	13 1
	193 " 19. 6	169 .....10.11		8		bales at 1s. ea.	0	8 0
	206 " 3. 9	170 .....10.11						
	225 " 18. 9	171 .....10. 2					10	17 2
	226 case 4.10	172 .....10.11				Primage..	0	10 10
	227 ..... 5. 2	173 .....10.11						
W&JA	5 casks.....19. 3	174 .....10.11					£11	8 0
	22 " 18. 9	175 .....10.11						
701	23 " 6.19	176 .....10.11						
AoB	1 case 6. 3	177 ..... 8. 1						
	2 " 5. 5	178 .....12. 8						
WA&Co.			145.7					
V	300 cask.....28. 4							
T	304 " 22. 8							
[A]	" " 5. 9							
C								
WJA. 30	106 " 36. 1							
W&JEA	192 " 19. 6							
R								
	246. 8							
	145. 7							
	392. 3 a 20s.							

Shipped in good order and condition, by Brown, Shipley & Co., of Liverpool, in and upon the good ship or vessel called the Martha, whereof Rich is master for the present voyage, now lying in the port of Liver-

pool, and bound for Charleston, twenty-eight casks, four cases hardware, three cases steel, eight bundles pans, being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid port of Charleston, all and every the dangers and accidents of the seas and navigation of whatsoever nature and kind excepted, unto Messrs. W. & J. E. Adger, or to their assigns, he or they paying freight for the said goods at the rate of twenty shillings, British sterling, per ton of forty cubic feet, with five per cent. primage and average accustomed, payable at the rate of 4 dollars and 80 cents per pound sterling.

In witness whereof the master or purser of the said ship or vessel hath affirmed to three bills of lading, all of this tenor and date; one of which being accomplished, the rest to stand void.

Dated at Liverpool, this 7th day of September, 1847.

Weight and contents unknown to RICH'D RICH.

65 bdles. hoop iron, W&J

Tons.	cwt.	qr.				
1	12	2	a 15s.	£1	4	4½
Primage, 5 pr. ct..					1	3
				£1	5	7½

Shipped in good order and condition, by Richard Hill & Co., in and upon the good ship or vessel called the Martha, whereof R. Rich is master for this present voyage, and now lying in the port of Liverpool, and bound for Charleston, sixty-five bundles of hoop iron, weighing one ton twelve hundred and two quarters, being marked and numbered as per margin, and are to be delivered in the like good order and condition, at the aforesaid port of Charleston, (all and every the dangers and accidents of the seas and navigation of whatsoever nature or kind excepted,) unto Messrs. W. & J. E. Adger, or to their assigns, he or they paying freight for the said goods at the rate of fifteen shillings per ton, with primage and average accustomed, (at 4.80 per £ sterling.)

In witness whereof the master or purser of the said ship or vessel hath affirmed to bills of lading, all of this tenor and date; one of which being accomplished, the rest to stand void.

Dated at Liverpool, this seventh day of September, 1847.

R. RICH.

Specification of goods damaged on board ship Martha, Capt. Rich, on her voyage from Liverpool to Charleston, consigned to W. & J. E. Adger, and surveyed on 25th November, 1847, by Messrs. Alexander Gordon and Joel Stevens.

Marks and numbers of packages.	Goods damaged.			Nett sterling cost.	Total cost.	Rate of damage as estimated.
W&JEA, 166 1 cask....	30 dozen hose	See invoices, letter "A"	....	6 11 8	.....	20 p. ct.
169 1 cask..	20 dozen do		....	5 7 3	.....	20 p. ct.
170 1 cask..	20 dozen do		....	5 7 3	.....	20 p. ct.
171 1 cask..	20 dozen do		....	5 7 3	.....	20 p. ct.
173 1 cask..	20 dozen do		....	5 15 5	.....	20 p. ct.
					28 8 10	

STATEMENT—*Continued.*

Marks and numbers of packages.	Goods damaged.	Nett sterling cost.	Total cost.	Rate of damage as estimated.
1 cask in part	9½ dozen padlocks, assorted, "B"		5 15 3	25 p. ct.
2271 case in part	½ dozen pr. candlesticks, 8s.6, "B"		0 4 3	15 p. ct.
W&JA 23, 1 cask	One cask files and rasps, assorted, "C"		40 3 11	75 p. ct.
No number, 8 bdls	8 dozen long handled frying pans, "A"		5 7 3	50 p. ct.
No number, 65	65 bundles hoop iron, "D"		18 3 11	90 p. ct.
WA&Co. 304 V.	6 dozen table hinges; 12 dozen H. L.			
1 cask in part	hinges; and 3 doz. chest hinges, "E"	3 12 9		25 p. ct.
	4 dozen 8 bar curry combs, 190, 4s. E	0 16 0	4 8 9	25 p. ct.
W&JA 5, 1 cask	1 cask spring knives and forks, razors, plane irons, chissels, &c., &c., F		60 8 0	60 p. ct.
WA&Co. 12, N 1 case.	1 case sheet cast steel } "G" {	10 2 6		10 p. ct.
13 1 case	1 do do do } {	10 3 11		20 p. ct.
			20 6 5	
701	7 double barrel guns, 2 of † 241 *a* 60s.,	6 0 0		
A&B, 2 cases in part	and 1 each of 239, 40s., 240, 50s., 242, 35s., 242½, 60s., 245, 40s., "H".	11 5 0		
T			17 5 0	25 p. ct.
[A] 1 cask	3 setts knives and forks, † 3357 *a* 4s., 9 nett	0 14 3		
C	2 setts knives and forks, 3381, 5s.9, 3383, 6s.5, nett, "I"	1 2 4		
	1 dozen pocket knives, † 1910	6 4		
	2 do do do each 2187, 4s.6, 2529, 10s.11, nett	1 10 10		
	6 dozen pocket knives, 33 *a* 2s.11	17 6		
	1 dozen razors in cases	0 8 7		
			4 19 10	40 p. ct.
	All other goods in that cask, say knives, knives and forks, and razors		44 5 5	15 p. ct.
	Total nett sterling cost of damaged goods		£249 16 10	
	The damaged goods cost as above	£249 16 10		
	From this deduct cost of 65 bundles hoop iron, appraised at aspecific value	18 3 11		
		231 12 11		
	Add 100 per cent. advance	231 12 11		
	Cash value in Charleston, if in a sound state		£463 5 10	
	Equal at 4.44 to the pound sterling to	$2,059 08		
	Add 65 bundles hoop iron, 56 lbs. each bundle, 3640 lbs. at 6½ cts. per lbs. cash sound value here as appraised	236 60		
	Total sound value here cash	$2,295 68		

We, the subscribers, Alexander Gordon and Joel Stevens, hardware merchants of this city, do hereby certify, that at the request of W. & J. E. Adger, also of this city, we did, on the 23d of November last, carefully examine and survey the articles of merchandise enumerated and described on the other side of this sheet, which were shown to us as having been landed from the ship Martha, R. Rich, master, on her late arrival at this port from Liverpool; that we found all the said articles of merchandise to be more or less damaged by salt dampness, which damage we estimated at the various rates mentioned on the other side, opposite the contents of each package, respectively; and we concurred in recommending an early sale thereof, at public auction, on account of all whom it may concern.

And we further certify, that if the said articles had been landed in a sound state, they would have been worth then in this market cash, say the hoop iron six and a half cents per pound, and all the other articles one hundred per cent. advance on the nett sterling cost thereof, equal in the aggregate to twenty-two hundred and ninety-five $\frac{68}{100}$ dollars.

Charleston, 11th December, 1847. ALEX'R GORDON,
JOEL STEVENS.

Sales of hardware, damaged on board of ship Martha, on the voyage from Liverpool to this port, on account of all concerned, by order of Messrs. W. & J. E. Adger.

1 a 4	.....	Jones	11 doz. poc't knives, 1920, 21, 87, 25, 29, 33.	132	9½	12	54
5 a 7	.....	Bonner	7 sets knives and forks, 3357, 3381, 3383..	7	80	5	60
8 a 10	.....	Behling	12 doz. pocket knives, 1783, 1855, 1746 ...	144	14½	20	88
11 a 12	.....	McKenna	4 " do. do 1776, 4322.....	48	21	10	08
13 a 15	.....	Jackson	6½ " " 4297, 4299, 4303, 4304.....	78	23	17	94
16 a 18	.....	Scherer	4½ " " 1770, 3973, 5975.....	54	30	16	20
19	1462	McKenna	2 " Butcher's razors.....	24	20	4	80
20	1463	Jackson	2 " " "	24	23	5	52
21	1451	Lewis	1 10-12 " "	22	20	4	40
22, 23	.....	Jackson	8 doz. pocket knives, 1902, 1903, 1910...	96	11	10	56
24	.....	Ditto	9 " " " 1907, 1904.....	108	"	11	88
25, 26	.....	Ditto	10 " " " 1937, 1938, 1939, 1940, 1951.....	120	15	18	00
27, 28	.....	Ditto	12 " " " 1929, 1956, 2026, 2148, 2520, 2522.....	144	22	31	68
29, 30	.....	Ditto	10 " " 2522, 2535, 2531, 2553, 2512..	120	"	26	40
31, 32	.....	Lindo	12 " " 2544, 2505, 2526, 1773¼, 1772¼.	144	29	41	76
33	1769½	Jackson	2 " " " " " "	24	37	8	88
34, 35	.....	Ditto	8 " pen., 2180, 2183, 2214.....	96	12	11	52
36, 38	.....	Williams	11 " ass. 721, 834, 1340½, 1334½ 1789, 4119.....	132	28	36	96
39, 40	.....	Jackson	7 " 282, 282½, 1485.....	84	27	22	68
41, 42	.....	Ditto	7 sets knives and forks, 3383, 3383, 3381.	7	177½	12	43
		Wagner	1 set " " 3383.....	1	177½	1	77
43	3237	Jackson	12 sets " "	12	50	6	00
44	3357	Ditto	3 desert.....	3	100	3	00
45	.....	Ditto	4 doz ass. razors, 4092, 4098.....	48	24	11	52
46, 47	.....	Ditto	5 drawing knives, 13, 9, 10, 11, 12 in.....	60	46	27	60
48, 49	.....	Ditto	9 " " 12, 9, 10, 11, 12 in.....	108	44	47	52
50, 51	.....	Ditto	6 " plane irons, 2½, 2⅝, 2¼, 2⅜ in.....	72	17	12	24
52, 54	.....	Ditto	6½ " double " 2, 2¾ in.....	78	31	24	18
53, 56	.....	Williams	8 " socket chissels, ½, ¾, 1½.....	96	30	28	80
57	.....	Lindo	3 " " " ¾, 1¼, 1½.....	36	21	7	56
58, 59	. S.	Jackson	8 sets assorted, 1¼ a 2 in.....	8	175	14	00

2861.

STATEMENT—*Continued.*

60	.....	Smizer	2 doz. assorted 1 in.....	24	13	3 12
61	.....	Lindo	8 sets " "	8	118¾	9 50
62	.....	Ditto	3 " gouges, 1½ in.....	3	162½	4 88
			Carried over.....	.....	.....	$529 28
			Amount brot. forw'd.....	.....	.....	529 28
63, 64	.....	Jefferson	4 sets gouges and chissels.....	4	200	8 00
65	.....	Do.	4 doz. but. knives, 1412, 1451.....	48	23	11 04
66	3074½	Do.	36 sets knives and forks.....	36	107½	38 70
67	3076½	Jackson	24 " " "	24	72½	17 40
68	.....	Do.	5½ doz. pocket knives, 4303, 4304, 4299, 5975.....	66	27	17 82
69	1770	McAllister	1½ doz. " " " " "	18	29	5 22
70	.....	Behling	4 " curry combs.....	48	19	9 12
71	.....	Lendo	6 " table hinges.....	6	28	1 68
72	.....	Strohecker	12 " assorted H.....	12	160	19 20
73	.....	Lindo	3 " chest.....	3	62	1 86
74	.....	Behling	6 pr. candlesticks.....	6	40	2 40
75	†41	Jackson	6 doz. tumbler padlocks, 2½, 2¾ in.....	72	24	17 28
76, 78	10	Behling	3 6-12 " " $10.44, 116, 2¾ a 3 in.	42	62½	26 25
79	.....	Richards	5 bundles hoop iron, 56 lbs.....	280	2½	7 00
"	.....	Garrety T.	60 " " " "	3360	2	67 20
80	.....	Jackson	8 doz. frying pans.....	8	425	34 00
166, 81	000	Do.	1 cask hoes, 30 doz.....	360	10	36 00
169, 171, 8284	0	Do.	3 do. " 20 doz. ea.....	720	13	93 60
173, 85	1	Do.	1 do. " 20 "	240	"	31 20
16	.....	Harbone	4½ doz. taper in files, 4½ in.....	4½	12½	56
	.....	Houston	31½ " " " 4½ "	31½	27	8 51
87	.....	Harbone	18 " " " 4 in.....	18	12½	2 25
88	.....	Lindo	27 " " " 3½, 4½ in.....	27	21	5 67
89	.....	Behling	24 " " " 4½ saw.....	24	72½	17 40
90	.....	Jefferson	66 " " " 4, 4½ in.....	66	65	42 90
91	.....	Jackson	39 " " " 4, 4½ in	39	42½	16 58
92	.....	Do.	24 " " " 3, 3½ in.....	24	35	8 40
93	.....	Lindo	18 doz. assorted 3½ in. files, 4½.....	18	47½	8 55
94	.....	Jackson	11½ " shut horse rasps, 10 a 15 in.....	138	11½	15 87
95	.....	Jefferson	5½ " assorted, 11 a 15 in.....	66	11	7 26
96	.....	Behling	7 " mill saw files, 8, 12, 14 in.....	84	18	15 12
97	.....	Jefferson	5 " assorted rasps, 12, 14 in	60	12	7 20
98	.....	Jackson	7 " " " 10, 12, 14 in.	84	16	13 44
99	.....	Behling	9 " " mill saw files, 8, 10, 11, 12 in.	108	21	22 68
241, 100	.....	Jackson	1 " double barrel gun.....	1	....	7 00
			Amount brot. forward.			
240	.....	L. Mairs	1 gun.....	1	....	14 25
239	.....	Jackson	1 "	1	....	11 00
242½	.....	Behling	1 "	1	....	9 50
245	.....	Jefferson	1 "	1	....	11 00
242	.....	Wiscoat	1 "	1	....	15 50
243	.....	Lyon	1 "	1	....	9 50
		Jackson	2 casks steel.....	1124	5	56 20
						$1303 71
			(266)—Charges			
			Advertising.....	6	13	
			Extra labor preparing for sale.....	1	25	
			Tax and commission 7 per cent....	91	26	
						98 64
			Nett proceeds.....	.....	.....	$1205 07

E. E. Charleston, 6th December, 1847. DICK & CREWS.

I hereby certify, that there has been refunded to William and J. E. Adger, $222 32, (two hundred and twenty-two $\frac{32}{100}$ dollars,) for return duties on damaged goods, per ship Martha, Rich, master, from Liverpool, which vessel entered at this port on the 10th of November, 1847.

THOS. D. JERVY,
Deputy collector.

Collector's office, 10th May, 1848.

The ship Martha and Owners.

1847. To Wm. & J. E. Adger.

Dec'r 11th. For cash sound value, as appraised, as pr. survey certificate herewith, of goods landed us from said ship in a damaged state - - - - $2295 68

Cr.

By nett proceeds of auction sales - -	$1205 07	
By return duties allowed us at custom-house on said goods, on account of damage -	222 32	
		1427 39
Due W. & J. E. A.		$868 29

Claim of Alexander Gordon.

LIVERPOOL, *27th August*, 1847.

Mr. Alexander Gordon, Charleston, pr. Martha.

Bot. of Carron Company.

G. 1023 pots, $\frac{1}{4}$, $\frac{1}{2}$, $\frac{3}{4}$, 1, $1\frac{1}{2}$, 2, 3, 4, 5, 6, 8, 10, 15, 20, 25, 30, 40 gls.	68.1.2		
303 camp ovens and covers, 7, ^{43}8, ^{33}9, ^{23}10, 11, 12, 13, ^{13}14, 15, 16, 18	44.2.22		
132 extra covers for ditto, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18	6.1.19		
	119.1.15 a 14s.	£83 11	4
100 spiders, ^{20}8, 9, 10, 11, 12 in. -	4.0.25 16s.	3 7	7
		£86 18	11
Discount 10 per cent.		8 13	11
		£78 5	0

X61.

CHARGES.

Cartage, 16s.; dock and town dues and forms, 4s. 6; postage, 3s. 8 - -	£1	4	2		
Bill of lading, 1s. 8; entry and custom-house agency, 9s. 2 - - - - -		10	10		
				1	15	0
				£80	0	0

2½ per cent. commission to be added.

A.

THE STATE OF SOUTH CAROLINA,
City of Charleston.

We, the undersigned, John Gravely and Joel Stevens, hardware merchants, and residents of the city of Charleston aforesaid, do hereby certify and make known, unto all whom it may concern, that at the request of Mr. Alexander Gordon, we did, on the day of November last, repair to his store, in the said city of Charleston, and then and there did carefully examine and survey a lot of carron ware, say 1023 iron pots, 303 camp cans, 435 covers, and 100 spiders, marked G, which were shown to us as having been landed from the ship Martha, of Boston, Richard Rich, master, on her late arrival at this port from Liverpool; that we found the whole of the said carron ware to be in a very rusty and unmerchantable condition; that we estimated the damage to the same at seventy-five per cent , and we concurred in recommending an early sale thereof at public auction, for account of whom it may concern.

And we do further certify, that if the said carron ware had been landed in a sound and merchantable state, it would be worth in this market, at the present time for cash, five and a half (5½) cents per pound weight.

Witness our hands, at Charleston aforesaid, the second day of December, in the year 1847.

JOHN GRAVELY,
JOEL STEVENS.

Be it known, that on the second day of May, in the year of our Lord one thousand eight hundred and forty-eight, before me, William B. Heriot, a notary public, duly commissioned and sworn under the the authority of the said State, and dwelling and practising in the city of Charleston aforesaid, personally came John Gravely and Joel Stevens above named, who being duly sworn, according to law, did severally declare and say, that the facts set forth in the foregoing certificate signed by them are all strictly true.

In testimony whereof I have hereunto set my hand and notarial seal at Charleston aforesaid, the day and year last above mentioned. [L. S.]

WILLIAM B. HERIOT,
Notary Public.

[REC. LXXXVII AND LXXXVIII, D. T. 1851.]—46.

I hereby certify, that there has been refunded to William and J. E. Adger, $222 32, (two hundred and twenty-two $\frac{32}{100}$ dollars,) for return duties on damaged goods, per ship Martha, Rich, master, from Liverpool, which vessel entered at this port on the 10th of November, 1847.

THOS. D. JERVY,
Deputy collector.

Collector's office, 10th May, 1848.

The ship Martha and Owners.

1847. To Wm. & J. E. Adger.

Dec'r 11th. For cash sound value, as appraised, as pr. survey certificate herewith, of goods landed us from said ship in a damaged state - - - - $2295 68

Cr.

By nett proceeds of auction sales - -	$1205 07	
By return duties allowed us at custom-house on said goods, on account of damage -	222 32	
		1427 39
Due W. & J. E. A.		$868 29

Claim of Alexander Gordon.

LIVERPOOL, *27th August*, 1847.

Mr. Alexander Gordon, Charleston, pr. Martha.

	Bot. of Carron Company.		
G. 1023 pots, $\frac{1}{4}$, $\frac{1}{2}$, $\frac{3}{4}$, 1, 1$\frac{1}{2}$, 2, 3, 4, 5, 6, 8, 10, 15, 20, 25, 30, 40 gls.	68.1.2		
303 camp ovens and covers, 7, ^{43}8, ^{33}9, 10, 11, 12, 13, ^{23}14, ^{13}15, 16, 18	44.2.22		
132 extra covers for ditto, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18	6.1.19		
	119.1.15 a 14s.	£83 11	4
100 spiders, ^{20}8, 9, 10, 11, 12 in. -	4.0.25 16s.	3 7	7
		£86 18	11
Discount 10 per cent.		8 13	11
		£78 5	0

CHARGES.

Cartage, 16s.; dock and town dues and forms, 4s. 6; postage, 3s. 8 - -	£1	4	2		
Bill of lading, 1s. 8; entry and custom-house agency, 9s. 2 - - - - -		10	10		
				1	15	0
				£80	0	0

2½ per cent. commission to be added.

A.

THE STATE OF SOUTH CAROLINA,
City of Charleston.

We, the undersigned, John Gravely and Joel Stevens, hardware merchants, and residents of the city of Charleston aforesaid, do hereby certify and make known, unto all whom it may concern, that at the request of Mr. Alexander Gordon, we did, on the day of November last, repair to his store, in the said city of Charleston, and then and there did carefully examine and survey a lot of carron ware, say 1023 iron pots, 303 camp cans, 435 covers, and 100 spiders, marked G, which were shown to us as having been landed from the ship Martha, of Boston, Richard Rich, master, on her late arrival at this port from Liverpool; that we found the whole of the said carron ware to be in a very rusty and unmerchantable condition; that we estimated the damage to the same at seventy-five per cent , and we concurred in recommending an early sale thereof at public auction, for account of whom it may concern.

And we do further certify, that if the said carron ware had been landed in a sound and merchantable state, it would be worth in this market, at the present time for cash, five and a half (5½) cents per pound weight.

Witness our hands, at Charleston aforesaid, the second day of December, in the year 1847.

JOHN GRAVELY,
JOEL STEVENS.

Be it known, that on the second day of May, in the year of our Lord one thousand eight hundred and forty-eight, before me, William B. Heriot, a notary public, duly commissioned and sworn under the the authority of the said State, and dwelling and practising in the city of Charleston aforesaid, personally came John Gravely and Joel Stevens above named, who being duly sworn, according to law, did severally declare and say, that the facts set forth in the foregoing certificate signed by them are all strictly true.

In testimony whereof I have hereunto set my hand and notarial seal at Charleston aforesaid, the day and year last above mentioned. [L. S.]

WILLIAM B. HERIOT,
Notary Public.

B.

Sales at auction by order of Mr. Alexander Gordon, of carron ware, damaged on board "ship Martha," Rich, master, on her late voyage from Liverpool to this port, November 29, 1847.

Thompson Wiley	1023, iron pots, ½ to 40 galls., weighing 7341 lbs., a 2, 3s. 16d....	160 58
	303 camp ovens, 435 covers, } 5715 lbs., a 1, 13s. 16d.....	103 58
	100 spiders, 462 a 1, 1s. 4d.....	5 78
		$269 94
	CHARGES.	
	Wharfage, 9 30, weighing 472.....$14 02	
	Drayage to store, 1 75, storage 2 weeks.....20 36	
	Advert'g and bell..... 4 80	
	Tax and commission, 7 per ct.....18 90	58 08
	Nett proceeds cash.....	$211 86

E. E. CHARLESTON, So. Ca.
December 2, 1847.

No. 389.

JOHN G. MILNOR,
Per WM. ROACH.

C.

DISTRICT OF CHARLESTON.

I, John Graveley, appointed by Mr. Alexander Gordon, do solemnly swear, that I will diligently and faithfully inspect and examine such goods, wares, and merchandise as the collector shall direct to be produced to be inspected and examined; and shall truly report, to the best of my knowledge and belief, the true damage such goods, wares, or merchandise has sustained during the voyage; and that I have no direct or indirect interest in the case, so help me God.

JOHN GRAVELEY.

THOMAS D. JERVEY,
Deputy collector.

November, 1847.

DISTRICT OF CHARLESTON.

We, John Bryan and Arthur F. Holmes, appointed under the act of Congress, of 20th April, 1818, for the port of Charleston, and duly sworn as prescribed by said act, and John Graveley, merchant, appointed by Alexander Gordon, importer or consignee of certain goods, wares, or merchandise, as are hereafter specified, and which were imported from Liverpool in the ship Martha, whereof R. Rich is or was master. The said John Graveley, merchant, having been sworn in like manner, and also that he has no direct or indirect interest in the case, have inspected and examined the said goods, wares, or merchandise; and we do report, and declare, to the best of our knowledge and belief, that the damage affixed by us is just, and was sustained during the voyage of importation.

Marks.	No.	Description of goods.	Cost and charges.	Rate of damage.	Am't of damage on cost and charges.
G		Castings.....	78 5 0		
		Charges.....	3 15 0		
			£82 0 0	75 pr. ct.	61 10 0

JOHN GRAVELEY,
JOHN BRYAN,
ARTHUR F. HOLMES,
U. S. appraisers.

I certify the above to be an "extract" from the original documents on file in this office.

THO. D. JERVEY,
May 2, 1848. *Deputy collector.*

Statement.

Amount of damage allowed as above -	£61 10 0	
At $4 84 per £ sterling - - - -		$297 66
At 30 per cent. abatement of duty - -		89 29

The ship Martha, of Boston,
To Alexander Gordon, Dr.

For loss on carron ware marked G, damaged on board the said ship on her late voyage from Liverpool to Charleston, by the drainings of salt stowed over them in the between decks.

Viz., G, 1023 iron pots, 303 camp ovens, 435 covers, 100 spiders, } Weighing 13,518 lbs.

The said carron ware, if sound, would have been worth in Charleston for cash, as per certificate herewith marked A, 5¼c. per lb., equal to - - - - - - $743 49

But being damaged, they were sold at public auction for account of whom it may concern, and the nett proceeds thereof, as per J. G. Milnor's account [of] sales herewith marked B, amount to - - - - - - - 211 86

Amount of loss - - - - - $531 63

Deduct abatement of duties allowed by the custom-house, as per statement herewith marked C - - - 89 29

Total amount of claim - - - - $442 34

CHARLESTON, 2d May, 1848.
Adjusted by R. HERIOT & SON, *Despacheurs.*

G. 1023 iron pots,
303 camp ovens,
435 covers,
100 spiders,
W'g 123 cwt., 2 qs., 12 lbs.
£9 5 5
9 3
£9 14 8

Shipped in good order and condition by Carron company, in and upon the good ship or vessel called the Martha, whereof R. Rich is master for this present voyage, and now lying in the port of Liverpool, and bound for Charleston, one thousand and twenty-three iron pots, three hundred and three camp ovens, four hundred and thirty-five covers, and one hundred spiders, being marked and numbered as per margin; and are to be delivered in the like good order and condition at the aforesaid port of Charleston, (all and every the dangers and accidents of the seas and navigation of whatsoever nature or kind excepted,) unto Mr. Alexander Gordon, Charleston, or to his assigns, he or they paying freight for the said goods at the rate of thirty shillings per ton of 20 cwt., at $4 80 per £ sterling, with primage and average accustomed.

In witness whereof the master or purser of the said ship or vessel, hath affirmed to three bills of lading, all of this tenor and date, one of which being accomplished, the rest to stand void.

Dated at Liverpool, this 30th day of August, 1847.

Not accountable for rust or breakage, unless arising from improper stowage.

Weight unknown to—

RICH'D RICH.

Invoice of merchandise purchased by Richard Hill & Co., Birmingham, for and on account and risk of Mr. W. L. Timmons, Charleston.

W L T †199.	12 pr. warranted steelyards, ea. 50, 3s., 75, 3s. 6d., 100 lbs., 4s	6	6	0	
	6 pr. warranted steelyards, ea. 150, 5s., 200, 6d	3	6	0	
	3 pr. warranted steelyards, ea. 250, 7s. 6d., 300, 8s. 6d	2	8	9	
		12	0	9	
	72½ p. ct.	8	14	6	
					3 6 3
3 doz.	single roller flint gun locks, ass'd, 4¾ a 5½ in., 27s	4	1	0	
1 "	raised pan roller, 4½ a 4¾ in., 28s	1	8	0	
1 "	double roller, 30s	1	10	0	
½ "	swivel percussion, 4 a 5 in. 19s	0	9	6	
6 "	hold-fast, assorted, 3½ a 5 in., ⅝ straight and 1 bent, 10d	0	5	0	
2 gro.	hooks and staples, 3 in., 8s., 3½, 8s., and 4, 8s	2	8	0	
12 doz.	bright halter chains, 20 link, single loop, 7s. 3d	4	7	0	
10 "	2½ in. pad locks, 1940, 1s. 6d	0	15	0	
1 "	bed keys, No. 2, 2s	0	2	0	
1 " " "	506, 3s	0	3	0	
					15 8 6

STATEMENT—*Continued.*

Cask, carriage, &c.		1 0 0
		19 14 9
†200. 12 real twist double guns, patent breech, 25s.	15 0 0	
Case, carriage, &c.	0 9 0	
		15 9 0
WLT.		
2 doz. long handle bright frying pans, ass., 4 a 7, h'dles to order. 1 1 0		
3 doz. long handle, ass., 5 a 9. 1 2 25		
3 " " " 8 a 11. 1 1 12		
4 0 17 a 22s.	4 1 5	
7 bundles bagging and carriage.	0 10 0	5 1 5
Carried forward.		£40 5 2
Amount brought forward.		40 5 2
RECAPITULATION.		
WLT † 199, 1 cask hardware, 19 14 9.	19 14 9	
† 200, one case.	15 9 0	
7 bundles pans.	5 1 5	
	40 5 2	
Commissions 3 per cent.	1 4 2	
		41 9 4

E. E. Birmingham, August 30th, 1847.

RICHARD HILL & CO.

Invoice of merchandise purchased by Richard Hill & Co., for and on account and risk of Mr. W. L. Timmons, Charleston.

WLT, 176 6 doz. back band chains, self color, 3 1 2 a 21s.6	3 11 3	
† 177, 20 bright fifth chains, 8 to 12 lks. each, 3 0 6a. 2s.1	3 4 2	
178, 20 do 9 to 10 lks. 7th hooks. 3 0 17 a 16s.6	2 12 0	
15 do tumbler chains, 12 a 15 ft. long, 16s.4, 1 16..	3 10 2	
2 casks 4s. do 8s.	0 16 0	
		13 12 7
155, 20 doz. caro. hoes to order, 4s.0, 3s.0, 4s.6.	4 10 0	
Cash.	0 5 6	
		4 15 6
156, 20 do do do 3 × 2, 4s.10.	4 16 8	
157, 20 do do do 3 × 2, 4s.10.	4 16 8	
2 casks.	0 11 6	
		10 4 10
158 a 160, 3 casks each 20 doz. do 2 × 0, 5s.6.	16 10 0	
3 casks, 6s.	0 18 0	
		17 8 0
161 a 163, 3 do each 20 doz. do 0 × 1, 5s.11.	17 15 0	
3 casks, 6s.6.	0 19 6	
		18 14 6
164, 20 doz. ditto, 1 × 2, 6s.4.	6 6 8	
Cask.	0 7 6	
		6 14 2

STATEMENT—*Continued.*

			£57 17 0
2½ per cent, on £54 15 0			1 7 4
			£56 9 8
WLT † 171, 5 fine cut diamond deck spikes, 5 in. *a* 15s.9		3 18 9	
172, 5 do do do 5½ in. *a* 15s.9		3 18 9	
173, 5 do do do 6 in. *a* 15s.3		3 16 3	
174, 5 do do do 7 in. *a* 15s.3		3 16 3	
		15 10 0	
4 casks *a* 3s.6		0 14 0	
			16 4 0
WLT † 198, 2 doz. fancy plate locks, each 7, 10s., 8, 12s., 9, 12s., 10, 13s.6, 5 10		4 13 0	
2 doz. fine bushed, 7, 13s.4, 8, 13s.4, 19, 16s.10		4 9 0	
2 doz. fancy bit full bushed do., 8, 16s., 9, 17s., 16, 18s.6		5 3 0	
		14 5 0	
Cask and carriage		1 4 6	
			15 9 6
RECAPITULATION.			
† 176 to 178, 3 casks chains		13 12 7	
155 to 164, 10 do hoes		36 9 8	
171 to 174, 4 casks spikes		16 4 0	
198, 1 hardware		15 9 6	
		101 15 9	
Commission on £15 9 6, 3 per cent., £86 6 3, 2½ per cent		2 3 9	
			103 19 6

BIRMINGHAM, *August* 25, 1847.

W. L. Timmons, esq., bought of Van Wart, Son & Co., shipped per Martha, Rich, Liverpool to Charleston.

WLT case 199, 6 doz., 4s., 8 bar extra strong fig. hand curry combs, 190		1 4 0	
V 3 doz, 3s.3. 21½ "Hildeck" iron squares		0 9 9	
9 doz, 5s., 2 ft. 1½ inch do do mk'd both sides		2 5 0	
6 doz., 6s.4, 2 ft. 2 inch do do do both sides		1 18 0	
Case 4s.9, carriage 5s.9		0 10 6	
			6 7 3
Cask 200, 12 prs. sq. joint kitchen fire irons, ea. 00, 2s.11, 0, 3s.4, 1, 3s.9, round pans		6 0 0	
12 prs. brass head, ea. 4, 2s 9, 6, 3s.3, round pans		3 12 0	
6 prs. do ea. 5, 3s., 7, 3s.6, round pans		1 19 0	
12 prs. round do ea. 4, 5s., 5, 5s.6, round pans		6 6 0	
		17 17 0	

STATEMENT—*Continued.*

65 per cent	11 12 1	
		6 4 11
1 doz. ½ in. wr. p augers, 6s	0 6 0	
2 doz. ea. 9-16, 6s.9, 1-16, 8s.3, in. do	1 10 0	
	1 16 0	
5 per cent	0 18 0	
		0 18 0
½ doz. No. 1 coopers' howels, 14s	0 7 0	
½ doz. ship carpenters' mauls, 4lbs., 29lbs., 6d	0 14 6	
	1 1 6	
35 per cent	0 7 6	
		0 14 0
		£14 4 2
Amount brought forward		14 4 2
12 prs. brass head fire irons, ea. 2571, 1s.9, 72, 2s., 73, 2s.7	3 16 0	
6 prs. ea. do do do 2383, 3s.4, 84. 3s 9	2 2 6	
6 sets ea. do do do 2574, 3s.8, 2383, 4s.4	2 8 0	
3 sets steel do do do 2529, 4s.8, 2218, 5s.4, 2251, 7s.3, with bent prop ends	2 11 9	
1 doz. steel spectacle cases end No. 39	0 5 0	
6 doz. 8 bar Walkinham's extra strong fancy h'dle curry combs, No. 190, 4s	1 4 0	
	£12 7 3	
Cask 18s., carriage 13s.6	1 11 6	
Commissions 5 per cent	1 8 2	
Postage	0 1 0	
		15 7 11
		£29 12 1

E. E. VAN WART, SON & CO.

Invoice of merchandise purchased by Sam'l A. Goddard & Co., Birmingham, for and on account and risk of Mr. W. L. Timmons, merchant, Charleston.

650 WLT, 6	4 dble. guns, steel mounted, patent twist kipple bore, 285, 30s	6 0 0	
3	do same throughout, but better finished, polished, engraved, &c., 42s	6 6 0	
2	do stub twisted barrel, steel locks, fine stocks, dart sight, 287, 60s	6 0 0	
2	do stub twist bore trigger plates, steel freed locks, extra fine stocks, 288, 75s	7 10 0	
1	do stub twist bore trigger plates, steel freed locks, best stock, dart sight, 289, 100s	5 0 0	
	Papering 12 guns a 3d	0 3 0	
	Freight to Liverpool 2s.4; case, &c., 7s.	0 6 6	
		£31 8 6	
	Commissions 5 per cent	1 11 6	
			33 0 0

E. E. Birmingham, August 28th, 1847.

SAM'L A. GODDARD & CO.

SHEFFIELD, *August 26th*, 1847.

W. L. Timmons, esq., bought of Wm. and J. G. Parker.

WLT

1 *cask marked* 30 † 122.

2 doz. C. S. single plane irons, 2¼ in., 9s.6				0	19	0
4 doz. assorted do do 2, 2½, 9s.6				1	18	0
3 doz. cut do do 2, 2½, 10s				1	10	0
2 doz. dble. do do 2, 2½, 18s.3				2	14	9
2 doz. G. S. coopers' joints, 3½ *a* 4, 10s.6				1	1	0
2 doz. C. S. drawing knives, yellow handle, fin'd, 8, 22s.6				2	5	0
Carried forward				£10	7	9
Amount brought forward				10	7	9
3 doz. C. S. drawing knives, yellow handle, fin., 9, 23s.6				3	10	6
6 doz. do do do do 11, 26s				7	16	0
2 doz. do do do do 12, 29s				2	18	0
1 doz. G. S. do ea. 9, 15s.9, 11, 17s 6, 12, 18s.9				2	12	0
2 doz. do do do 10, 16s.6				1	13	0
				£28	17	3
50 per cent				14	8	7
						14 8 8
2 doz. C. S. pannel saws, 4 serry, 26, 17s.6						1 15 0
1 doz. hand saws, do do						0 17 6
W. L. Timmons, 4 doz. hand saws, 3 doz. pannel 74				25	18	0
65 per cent				16	16	9
						9 1 3
241, 1 gross table knives and forks						2 7 0
241, spring, 1s.7, 362 R. S. G., 10, 6 pair carvers						0 14 6
241, D ½ gross desert, do do						1 1 6
365, 1s.6, 1, 1s.9, 2, 2s.1, 3, 2s.6, spring, 6 pair carvers						2 7 0
362, R. S. Gd., 6 pr. car. knives and forks, 10s						0 5 0
365, 1s.6, 1, 1s.9 2, 2s.1, 3, 2s.6, sp. 6 pair						2 7 0
1963, mo. sh'd, 1 doz. fancy pocket knives						0 5 6
1708, 4s.9, plain, 1106, 4s.8, 1536, 3s 6 doz. do						3 14 6
1721, plain, 3 doz, 5s 6						0 16 6
2246, 7s.6, 2202, 8s., 02, 8s., stag, 3 doz						3 10 6
2203, 2 spring, 3 doz., 7s.3						1 1 9
1947, 2 doz., 8s						0 16 0
Cask 22s.6; carriage to Liverpool, 12s						1 14 6
Commission on £26 2 5, 3 per cent						0 15 7
do do 21 1 3, 5 per cent						1 1 1
						£49 0 4

2165.

Invoice of merchandise purchased by Richard Hill & Co., Birmingham, for and on account and risk of Mr. W. L. Timmons, Charleston.

20 bundles hoop iron ¾ in.	10 0 0 a £4 15	£5 17 6	
20 " " " 1 in.	10 0 0		
10 " " " 1⅛ in.	10 0 0		
12 " " " ⅞ in.	5 0 0		
10 " " " 1⅛ in.	5 0 0		
62 bundles	1 11 0 0 a 11 15	17 8 9	
		23 6 3	
1½ per cent.		7 0	
			22 19 3
Commissions 2½ per cent.			9 2
			23 8 5

E. E.—Birmingham, Sept. 6th, 1847.

RICHARD HILL & CO.

SHEFFIELD, 17*th August*, 1847.

Mr. W. L. Timmons,

Bot. of W. & S. Butcher.

CASK No. 12.	
2 doz Br. C. S. socket chissels ½ 12s. 6, ¾ 14s., 2 25s.	£5 4 0
6 " " " " 1 15s., 1½ 18s. 6	10 1 0
6 " C. S. firmer chissels, assorted, 1½ 6s., 2 8s	4 4 0
3 " C. S. double plane irons 2 16s. 6, 2½ 17s.	5 0 6
2 " " " " 2¼ 18s., 2⅜ 19s	3 14 0
2 " drawing knives 10 in. 24s. 6	2 9 0
4 " " " ea. 11 26s., 13 in. 32s	11 12 0
3 " " " 12, 29s	4 7 0
	46 11 6
35 per cent.	16 6 0
	30 5 6
Cask 14s. 6, carriage to Liverpool 15s. 6	1 10 0
	31 15 6
3 per cent. from £30 5 6 for 60 days bill	18 2
	30 17 4
2 month's interest off	5 2
	30 12 2

I certify the above invoice to be a true copy of the original on file in this office.

[SEAL.] THOS. D. JERVEY,

Dy. Collector.

SHEFFIELD, *August 2d*, 1847.

Mr. W. L. Timmons, Charleston,

Bought of Naylor, Vickers & Co.

WTL.	Consigned to Messrs. Brown, Shipley & Co., Liverpool.			
Case 129..	Sheet cast steel for saw gins 9¼ a 46 in. No. 21 George 5 0 4 45s	£11	6	7
30..	" " " 9¼ 46 " " 5 0 2 45s	11	5	10
		22	15	6
	Discount 10 per cent.....	2	5	3
	2 cases 6s. 6, carriage 13s, carriage to Liverpool 10 0 6 a 1s. 6	20	7	2
	15s. 1.....	1	8	1
		21	15	3

Terms for cash.

E. E. NAYLOR, VICKERS & CO.

WLT. 29, 30, 2 cases wg. 10 cwt. a 17s. 6

65 0

WLT.	155	cask	6. 9	WLT.	6	case	5.9
	156	"	9. 5	"	200		5.9
	157	"	10. 2				
	158	"	9. 5				11.6
	159	"	9. 5				278.1
	160	"	10. 2				289.7 at 20s..... £7 4 9
	161	"	10.11				10 cwt. a 17s. 6..... 8 9
	162	"	10.11				7 bundles a 1s..... 7 0
	163	"	10.11				8 0 6
	164	"	15. 7				8 0
	171	"	4. 4				8 8 6
	172	"	4. 2				
	173	"	4. 2				
	174	"	4. 7				
	198	"	21.11				
	176	"	4. 2				
	177	"	3. 6				
	178	"	10.10				
	12	"	15. 5				
WLT. V	199	"	13. 6				
	200	"	23. 4				
	199	case	3. 4				
WLT. 10	68	cask	9. 0				
	69	"	18. 9				
	70	"	5. 9				
WLT. 30	122	"	27. 7				
			278. 1				

Shipped in good order and condition by Brown, Shipley & Co., of Liverpool, in and upon the good ship or vessel called the Martha, whereof Rich is master for this present voyage, now lying in the port of Liverpool, and bound for Charleston, twenty-five casks, three cases hardware, two cases steel, seven bundles pans, being marked and numbered as in the margin, and are to be delivered in like good order and condition at the aforesaid port of Charleston, (all and every the dangers and accidents of the seas and navigation of whatsoever nature and kind excepted,) unto Mr. W. L. Timmons, or to his assigns; he or they paying freight for the said goods at the rate of twenty shillings British sterling per ton of forty cubic feet for hardware, with five per cent. primage and average accustomed, payable at the rate of $4 80 per pound sterling. In witness whereof the master or purser of the said

ship or vessel hath affirmed to three bills of lading, all of this tenor and date; one of which being accomplished the rest to stand void.

Dated at Liverpool, this 7th day of September, 1847.

Weight and contents unknown.

R. RICH.

82 bundles hoop iron, WLT. 2 tons, 1 cwt. a 15s. £1 10 9
Primage 5 p. ct. 1 6
£1 12 3

Shipped, in good order and condition, by Richard Hill and Co., in and upon the good ship or vessel called the Martha, whereof R. Rich is master for the present voyage, and now lying in the port of Liverpool and bound for Charleston, eighty-two bundles hoop iron, weighing two tons and one cwt., being marked and numbered as per margin, and are to be delivered in the like good order and condition at the aforesaid port of Charleston (all and every the dangers and accidents of the seas and navigation of whatsoever nature or kind excepted,) unto Mr. W. L. Timmons or to his assigns, he or they paying freight for the said goods at the rate of fifteen shillings per ton and 5 p. ct. primage and average accustomed, at $4 80 per pound sterling.

In witness whereof the master or purser of the said ship or vessel hath affirmed to three bills of lading, all of this tenor and date, one of which being accomplished the rest to stand void.

Dated at Liverpool, this seventh day of September, 1847.

Weight unknown to R. RICH.

Memorandum of damaged goods and their cost, received per ship Martha, consigned to Wm. L. Timmons, surveyed 25th November, 1847.

	82 bundles hoop iron, wg. 4592lbs. a 6½.....	.....	298 48
WLT 30 †122	1 cask hardware.....	45 9 2	
12	1 cask hardware.....	29 2 2	
176, 177	2 casks chains.....	6 15 5	
WLT V †199	1 case hardware.....	5 16 9	
	7 bundles pans.....	4 11 5	
WTL †29	1 case sheet cast steel.....	10 4 0	
		101 18 11	
	Value in sound state.....	101 18 11	
		£203 17 10	906 19
			$1,204 67
	Received nett amount sales at auction for same	.....	554 86
			$649 81
	Amount forward.....	.....	649 81
WLT 198	1 cask stock locks, damaged 33⅓ per cent....	14 5 0	
157, 161, 164	3 casks hoes, damage 10 per cent.....	17 1 8	
172, 174	2 casks spikes, damaged 12½ per cent.....	7 15 0	
C 200	2 cases guns, damaged 75 per cent.....	45 16 0	
		£84 17 8	

STATEMENT—*Continued.*

Statement of sound cash value, rate of damage and actual loss of and on the before mentioned goods.

Nett sterling cost.	Sound cash value.	Damaged per cent.	Amount damaged.		
£14 5 0	28 10 0	33⅓	9 10 0		
17 1 8	34 3 4	10	3 8 4		
7 15 0	15 10 0	12½	1 18 9		
45 16 0	91 12 0	75	68 14 0		
84 17 8	169 15 4		83 11 1	a $4 44	371 35
					$1,021 16
Received amount of return duties					214 39
					$806 77

STATE OF SOUTH CAROLINA,
City of Charleston.

We, the undersigned, F. J. Betts, and Alexander Gordon, hardware merchants in this city, do hereby certify, that, at the request of Wm. L. Timmons, we did, on the 25th day of November last, carefully examine and survey the various articles of merchandise specified in the foregoing memorandum, which were shown to us as having been landed from the ship Martha of Boston, Rich, master, on her late arrival at this port from Liverpool; that we found all the said goods to be damaged by dampness, impregnated with salt; that if the said goods had been landed in a sound state the hoop iron would have been worth six and a-half cents per pound cash, and all the other goods would have been worth, for cash in Charleston, one hundred per cent. upon the nett sterling cost thereof; that the amount of damage, as estimated and ascertained by us in the foregoing statement, viz., the sum of $\$1021\frac{16}{100}$ is what we conscientiously believe to be the loss sustained on said goods, from which is to be deducted whatever sum may be allowed at the custom-house for the return duties on the said damaged goods.

F. J. BETTS,
ALEX. GORDON.

CITY OF CHARLESTON, *State of South Carolina.*

F. J. Betts and A. Gordon, having certified to the annexed document in my presence, and being duly qualified by me, I have hereun-

to affixed my signature and seal, in testimony thereof, this fourth day of May, A. D. 1848.

JAS'R AMAND, [L. S.]
Not. public for Charleston dist.

I hereby certify, that $214 39, two hundred and fourteen $\frac{39}{100}$ dollars, has been refunded to William L. Timmons, being the amount of duties returned on account of goods damaged, which were imported into this district on the 10th of November, 1847, in the American ship Martha, Rich, master, from Liverpool.

Collector's office, Charleston, South Carolina, 13 May, 1848.

[L. S.]

THOS. D. JERVEY,
Deputy collector.

Sales at auction of hardware damaged on board of ship Martha, on her voyage from Liverpool to this port, on account of all concerned, by order of Mr. W. L. Timmons.

1 a 4	McGill ...	4 doz. C. S. hand and pannel saws.....	48	42½	20 40
5, 6, 7, 8	Do.....	9 " assd. plane irons.....	9	100	9 00
9	Strohecker	2 " Jointer's irons.....	2	25	50
10, 11	Gerdtz....	1½ gro. table and dessert knives and forks.....	18	67½	12 15
12, 16	Strohecker	24 pr. carvers.....	24	37½	9 00
17, 20	L. Mairs..	30 " "	30	40	12 00
21, 23	Bonner ...	9 do. pocket knives.....	108	13½	14 58
24, 25	Cook.....	2½ do. ass'd.....	30	28	8 40
26, 28	McGill ...	2 doz. drawing.....	24	23	5 52
29, 31	Strohecker	2 " "	24	20	4 80
32, 32	McGill ...	4 " socket chissels.....	48	14	6 72
34, 36	Strohecker	12½ " " "	150	26	39 00
37, 38	McGill ...	9 sets turners "	9	100	9 00
39, 40	Williams..	1½ doz d'ble plane irons.....	1½	250	3 75
		Carried forward.....	.....	.....	$154 82
		Amount forward.....	.....	.....	154 82
41, 44	McGill ...	6 doz. drawing knives.....	72	40	28 80
48	Lazarus...	4 doz. curry combs.....	48	17	8 16
48	McGill ...	30 " 5lb. chains.....	30	75	22 50
50	Do.....	72 " back "	72	29½	19 80
51	Davis.....	18 bdls. hoop iron.....	1008	1½	15 12
"	Abrahams.	23 " " "	1288	1⅜	17 71
"	Garety....	39 " " "	2184	1⅛	24 57
"	McGill ...	2 bdls. " "	112	1⅛	1 26
52	McGill ...	7 doz. frying pans.....	7	387½	27 13
53, 56	Do.....	6 hand and pannel saws.....	72	67½	48 60
57, 58	Do.....	3 doz. plane irons.....	3	187½	5 63
59, 60	Do.....	12 pr. carvers.....	12	45	5 40
61, 62	Gerdtz....	8 doz. pocket knives.....	96	12	11 52
63, 64	Lazarus...	5 doz. " "	60	15	9 00
65, 66	Do.....	6 doz. " "	72	35	25 20
67, 69	Do.....	5½ do. " "	66	32	21 12
70, 72	McGill ...	9 " drawing "	108	20	21 60
73, 76	Do.....	5¼ " " "	63	22	13 86
77 a 80	Do.....	7 " " "	84	49	41 46
81, 84	Do.....	8½ " double plane irons.....	8½	237½	20 19
85	Do.....	3 sets turners' chissels.....	3	100	3 00

STATEMENT—*Continued.*

86, 87	McGill ...	1½ doz. socket chissels.....	18	42½	7 65
45, 47	Do.....	11½ iron squares.....	11½	100	11 50
88, 90	Do.....	8½ " "	102	10	10 20
91	Do.....	564lbs. sheet steel.....	564	5	28 20
					$603 70
		(279)—Charges.			
		Advertising.....	$5	95	
		Extra labor preparing for sale.....		63	
		Tax and commission 1 per cent.....	42	26	
					48 84
		Nett proceeds.....	.....	....	$554 86

E. E. Charleston, 14th December, 1847.

DICK & CREWS.

Invoice of bales of blankets, shipped to Charleston, consigned to Messrs. Dick, Holmes, & Co., for sale and returns by and for account and risk of Henry Oates & son.

C †29, 4	10 ps. or 80 pairs fancy London Duffils, shipped in pairs, 53s. 6.....	26	15	7	
	3 " 4 points, 2s. 6.....	0	7	6	
					27 2 6
30, "	Same.....				27 2 6
31, "	Same, 1 ps. sample, of †29 a 31.....				27 2 6
32, 3	10 ps. or 80 pr. fancy London Duffils, shipped in pairs, 45s.....	22	10	0	
	3 pairs, 4 points, 2s. 6.....	0	7	6	
					22 17 6
33, 5	10 ps. or 80 pairs fancy London Duffils, shipped in pairs, 58s. 6.....	29	5	0	
	3 prs. 4 point, 1 pr. sample, of 33 and 34, 2s. 6.....	0	7	6	
					29 12 6
34, "	Same.....				29 12 6
				£	163 10 0
	Packing, carriage, and shipping charges.....				4 17 7
	Sample trusses charged with the bales.			£	168 7 7

Heckmondwike, August 16th, 1847.

HENRY OATES & SON.

I certify the annexed invoice to be a true copy of the original on file in this office.

Collector's office, Charleston, South Carolina, 16th May, 1848.

[L. S.]

THOS. D. JERVEY,
D'y collector.

		f.	*i.*
C.	29 bale,	26	0
	30 "	23	10
	31 "	27	2
	32 "	25	9
	33 "	30	7
	34 "	27	4
	29 T. truss	2	6
		163	2
at 15s. per ton,		£3	1 1
Primage.....		0	3 1
		£3	4 2

Shipped in good order and condition, by John Swire & Son of Liverpool, in and upon the good ship or vessel called the Martha, whereof Rich is master for the present voyage, and now lying in the port of Liverpool, and bound for Charleston, six bales and one truss of blankets, being marked and numbered as per margin, and to be delivered in the like good order and condition, at the aforesaid port of Charleston, all and every the dangers and accidents of the seas and navigation of whatsoever nature or kind excepted,) unto Messrs. Dick, Holmes & Co., or to *the* their assigns, they paying freight for the said goods, fifteen shillings British sterling per ton of forty cubic feet, with five per cent. thereon for primage, at $4 80 per £, with average accustomed.

In witness whereof the master of the said ship or vessel hath affixed to three bills of lading, all of the same tenor and date, one of which being accomplished the rest to stand void; dated in Liverpool, this 7th September, 1847. Contents unknown. R. RICH.

A.

The STATE OF SOUTH CAROLINA, *City of Charleston.*

We, the undersigned, James H. Taylor and William G. Mood, dealers in dry goods, and residents of the city of Charleston aforesaid, do hereby certify and make known unto all whom it may concern, that at the request of Messrs. Dick & Crews, also of said city, we did on repair to their store, in the said city of Charleston, and then and there did carefully examine and survey six bales of blankets, marked and numbered as mentioned in the specification on the other side, which were shown to us as having been landed from the ship Martha of Boston, Richard Rich, master, on her late arrival at this port from Liverpool; that we found the contents of the said six bales to be all damaged by dampness saturated with salt, the extent of which damage we estimate at 25 per cent., and we concurred in recommending an early sale thereof, at public auction, for account of whom it may concern; and we do further certify, that if the said six bales of blankets had been landed in a sound and merchantable state, they would be worth in this market at the present time, for cash, the price mentioned on the other side opposite the description of each bale respectively, and amounting with the wrappers to the aggregate sum of twelve hundred and eighty-eight dollars. Witness our hands at Charleston aforesaid, the thirtieth day of December, in the year 1847. JAS. H. TAYLOR,
WM. G. MOOD.

Be it known, that on the thirtieth day of December, in the year of our Lord one thousand eight hundred and forty-seven, before me, William B. Heriot, a notary public, duly commissioned and sworn under the authority of the said State, and dwelling and practising in the city of Charleston aforesaid, personally came James H. Taylor and Wm. G. Mood, above named, who being duly sworn according to law did seve-

rally declare and say, that the facts set forth in the foregoing certificate signed by them, are all strictly true.

In testimony whereof I have hereunto set my hand and notarial seal at Charleston aforesaid, the day and year last above mentioned. [SEAL.] WILLIAM B. HERIOT, *Notary public.*

Specification of the goods within mentioned and surveyed, damaged on board the ship Martha, of Boston, Rich, master, on her voyage from Liverpool to Charleston, consigned to Dick & Crews.

Marks and numbers.	Packages and contents.	Cash value in Charleston if found in a sound state.	Total.
C † 29	1 bale, No. 4, 10 ps. London duffel blankets, all damaged	$21 pr. piece	$210 00
30	1 bale, No. 4, 10 ps. London duffel blankets, all damaged	$21 "	210 00
31	1 bale, No. 4, 10 ps. London duffel blankets, all damaged	$21 "	210 00
32	1 bale, No. 3, 10 ps. London duffel blankets, all damaged	$18 "	180 00
33	1 bale, No. 5, 10 ps. London duffel blankets, all damaged	$23 "	230 00
34	1 bale, No. 5, 10 ps. London duffel blankets, all damaged	$23 "	230 00
	18 pair wrappers, all damaged	$1 per pair	18 00
	Total cash value in Charleston if sound..	.....	$1,288 00

B.

Sales at auction of 6 bales London duffel blankets, damaged on board of ship Martha on her voyage from Liverpool to this port, on account of all concerned, by order of Henry Oates & Son.

4, 29	Mordecai...	3 ps. L. D. blankets	48	1 12½	$54 00
4, 29	McKenna...	7 " " "	112	1 05	119 00
30	Gary, J. R..	10 " " "	160	1 12½	180 00
31	Lynass.....	80 pr. " "	160	87	140 00
3, 32	Do.....	80 " " "	160	87	140 00
5, 33	Behling.....	7 " " "	112	1 18¾	133 00
33	Short.....	3 " " "	48	1 25	60 00
34	Sullivan.....	10 " " "	160	1 06¼	170 00
34	Do.....	18 pr. wrappers	36	32½	11 70
					$1,007 70
	(52)	CHARGES.			
		Advertising public sale		4 90	
		Tax and commission, 7 p. ct		70 54	
					75 44
		Nett proceeds	.....	.....	$932 26

E. E.

CHARLESTON, *24th December*, 1847. DICK & CREWS.

2609.

STATE OF SOUTH CAROLINA, *City of Charleston.*

Personally appeared Edmund B. Crews, one of the firm of Dick & Crews, duly appointed auctioneers in said city, who being duly sworn maketh oath and saith, that the foregoing account of sales at auction, nett proceeds nine hundred and thirty-two dollars 26 cents, is in all respects strictly just and true. E. B. CREWS.

Sworn to before me, this 18th January, 1848.

WM. B. HERIOT, *Notary Public.*

DISTRICT OF CHARLESTON:

I, James H. Taylor, appointed by Dick & Crews, do solemnly swear that I will diligently and faithfully inspect and examine such goods, wares, or merchandise, as the collector shall direct to be produced to be inspected and examined, and shall truly report and declare, to the best of my knowledge and belief, the true damage such goods, wares, or merchandise has sustained during the voyage, and that I have no direct or indirect interest in the case, so help me God.

JAMES H. TAYLOR.

THOS. D. JERVEY, *Deputy Collector.*

November, 1847.

DISTRICT OF CHARLESTON:

We, John Bryan and Arthur F. Holmes, appointed under the act of Congress of 20th of April, 1818, for the port of Charleston, and duly sworn, as prescribed by said act; and James H. Taylor, merchant, appointed by Dick & Crews, importer or consignee of certain goods, wares, or merchandise, as are hereafter specified, and which were imported from Liverpool in the ship Martha, whereof R. Rich is or was master; the said James H. Taylor, merchant, having been sworn in like manner, and also that he has no direct or indirect interest in the case; have inspected and examined the said goods, wares, or merchandise; and we do report and declare that, to the best of our knowledge and belief, the damage affixed by us is just, and was sustained during the voyage of importation.

Marks.	Numbers.	Description of merchandise.	Cost and charges.	Rate of damage.	Amount of damage.
C	30, 34	Two bales blankets.....	£56 15 0	10 p. c.	5 18 7
		Charges.....	2 11 2		
			£59 6 2		

(Signed) J. H. TAYLOR,
JOHN BRYAN,
ARTHUR F. HOLMES,
U. S. appraisers.

I certify the above to be a true copy of the original on file in this office.

THOS. D. JERVEY,
D'y collector.

Feb'y 5, 1848.
Damage allowed, £5 18 7, *a* 4 84, $28 69,
At 20 per ct., return duty - - - $5 72.

Ship Martha, Boston, Richard Rich, master,
To Dick & Crews, Dr.

For loss on 6 bales of blankets, marked C, †29, 30, 31, 32, 33, 34; damaged on board the said ship on her late voyage from Liverpool to Charleston, by the drainings of salt stowed over them in the between decks, viz:

The said goods, if sound, would have sold for cash, as per certificate of merchants marked A - - - -	$1,288 00
But being damaged, they were sold at public auction for account of whom it might concern, and the nett proceeds thereof, per sales marked B, amount to - - -	932 26
	355 74
From which is to be deducted abatement of duties on account of damage - - - - - - - - -	5 72
	$350 02

E. E. CHARLESTON, S. C., 8th February, 1848.
R. HERIOT & SON,
Ins. brokers.

Claim of Morton & Courtney.

I certify the annexed invoices to be true copies of the original on file in this office.
Collector's office, Charleston, So. Ca., 16th May, 1848.
THOMAS D. JERVEY,
D'y collector.

BIRMINGHAM, *August* 31, 1847.

Messrs. Morton & Courtney,

Bot. of Van Wert, Son & Co.

Shipped pr. Martha, Rich, Liverpool to Charleston.

M & C W	100 pr. 6½ ft., 10 link, bright wt. iron polished traces, No. 1, with hooks, 1s. 7d.....	7 18 4		
†368 a 369	100 pr. with rings, 1s. 7d.....	7 18 4		
370	100 pr. " " iron polished, No. 2, hooks, 1s. 4d.....	6 13 4		

STATEMENT—*Continued.*

371 a 372	2 casks, ea. cont'g 100 pr., iron, 200 pr., No. 2, rings, 1s. 4d.....	13	6	8				
373 a 374	2 casks, ea. cont'g 100 pr., iron, No. 3, hooks, 200, 1s. 2½d.....	12	1	8				
375 a 377	3 casks, ea. cont'g 100, iron, No. 3, 300, rings, 1s. 2½d.....	18	2	6				
378	100 pr., 6½ ft., 10 link, No. 4, iron hooks, 1s. 2d.....	5	16	8				
379	100 pr., 6½ ft., 10 link, No. 4, iron rings, 1s. 2d.....	5	16	8				
380	100 pr., 7 feet, 18 link, No. 2, iron rings, 2s. 3½d.....	11	7	1				
381	100 pr., 6½ ft., 16 link, No. 2, twisted, 1s. 11¾d.....	9	17	11				
382	100 pr., 6½ ft., 14 link, twisted, rings, 1s. 7d.....	7	18	4				
383	50 pr. best wrot. kurfold fifth chains, 5716; 5 0 17, 20s.....	5	3	0				
384	30 pr. " " " lb. " 7-16; 6 1 24, 16s. 6d.....	5	6	8				
385	20 pr. " " " fifth " ⅜; 2 3 6, 19s. 6d.....	2	13	3				
					120	0	5	
	3 casks, a 7s. 6d. ea.; 4 do, 7s. 8d.; 5 do, 6s. 6d.; 3 do, 6s. 9d., 1 ea. 8s. 7s. 3s. 6d.; com. free.....				5	19	6	
								125 19 11
410	2½ doz. pr. outside plated stirrups, 700 a 11s 6.....	1	8	9				
	38 doz. polished covering bradoons, 1s.	1	18	0				
	6 doz. ea. 2¾ in., 10s. 6d., 3, 11s. 6d., fine bushed pad locks, No. 31, all to differ.....	6	12	0				
	6 doz. ea. 2¾ in., 10s. 3d ; 3 in., 11s. fine bushed pad locks, No. 9.....	6	7	6				
	6 doz. ea. 2½ in., 5s. 6d., 2¾, 6s., 3, 6s. 6d., No. 5.....	5	8	0				
	6 doz. ea. 3 in., 16, 8s. 6d., 8, 8s.....	5	5	0				
	3 doz. ea. 2¾ in., 8s. 3d., 3, 8s. 9d., 7..	2	11	0				
	6 doz 3 in., 9s. 9d., 12.....	2	18	6				
	3 doz. 2¾ in., 9s., as last described, 12.	1	7	0				
	3 doz. ea. 2¾ in , 11s 6d., 3, 12s. 6d., 15	3	12	0				
	3 doz. ea. 2¾ in., 9s. 6d.; 3, 10s. 6d., brown, 28.....	3	0	0				
	3 doz. 3 in., 14s. black, 22.....	2	2	0				
					42	9	9	
	Cask, &c., 16s., carriage, 14s. 6d..				1	10	6	
								44 0 3
Case 411	2 doz. japan'd waiters, ea. 10 in , 5s. 12, 6s. 9d., 14, 9s. 6d., ass., 9890, 91, 92.....	2	2	6				
	1 doz. trays, ea. 16, 1s. 2d., 20, 1s 6d., 24, 1s. 10d., 28, 2s. 3d., 9890, 91, 92	4	1	0				
					6	3	6	
	Case, &c., 5s. 6d., carriage, 2s. 9d.				0	8	3	
								6 11 9
								£176 11 11

STATEMENT—*Continued.*

	Amount brought forward.....				£176 11 11
†451	24 doz. 1½ yd. 16 link polished twisted halter chains, 9 ins. sliding rings, No. 7, tram and swivel, 5s. 9.....	6 18 0			
	12 doz. 18 link, No. 6, 6s. 6.....	3 18 0			
	12 doz. 1½ yd., 18 link, No. 4, 9s.....	5 8 0			
	50 prs. 6½ ft., 18 link polished twisted traces, No. 4, with links, 1s. 9½.....	4 9 7			
			20 13 7		
	Cask, &c., 12s., carriage 17s.....	.....	1 9 0		22 2 7
†452	24 doz. H. Van Wert's patent butts, 2, 1s. 9; 2½, 2s. 7.....	5 4 0			
	80 doz. H. Van Wert's patent butts 3 a 3s. 9.....	15 0 0			
	48 doz. H. Van Wert's patent butts, 3½, 5s. 2.....	12 8 0			
		32 12 0			
	70 per cent.....	22 16 5			
			9 15 7		
	Cask 9s. 6, carriage 17s.....	.....	1 6 6		11 2 1
†453	16 doz. H. Van Wert's patent butts, 3 in., a 3s. 9.....	3 0 0			
	96 doz. H. Van Wert's patent butts, 4 in., 6s. 3.....	30 0 0			
		33 0 0			
	70 per cent.....	23 2 0			
			9 18 0		
	20lbs., 8lb. best roller horse nails, 6s. 2.	0 15 5			
	45 per cent.....	0 6 11			
			0 8 6		
	Cask 9s. 6, carriage 15s.....	.....	1 4 6		11 11 0
Cask 454	12 doz. wt. Bt. frying pans, in ¼ doz. bundles, ea. 0, 11s; 1, 12s; 2, 13s...	21 12 0			
	2 doz. wt. Bt. frying pans, in ¼ doz. bundles, ea. 0, 11s.....	1 2 0			
	4 doz. wt. Bt. frying pans, in ¼ doz. bundles, ea. 1, 12s; 2, 13s.....	5 0 0			
	2 doz. wt. Bt. frying pans, in ¼ doz. bundles, ea. 3, 15s.....	1 10 0			
		29 4 0			
	52½ per cent.....	15 6 7			
		13 17 5			
	2½ per cent.....	0 6 11			
			13 10 6		
	Cask 14s., carriage 15s.....	.....	1 9 6		14 19 6
†455	1 pr. 15 in. plated candlesticks with 3 arms branches, 1835.....	8 0 0			
	12 gro. ⅜, 1s. 6; ½, 1s. 10; ⅝, 2s. 4; in. tin'd horse shoe bridle buckles, 19450.....	3 8 0			
	6 gro. ¼, 1s. 6; ½, 1s. 9; ¾, 3s. 1; sup im. cov'd, with pointed tops, No. 19434.....	1 12 0			
	6 gro. ¼, 1s. 6; ½, 1s. 9; ¾, 2s. 1; tin'd cov'd, with pointed tops, No. 19434.	1 12 10			

STATEMENT—*Continued.*

12 ea. ½, 8d.; ¾, 10d; ¾, 1s. 1; in. knock, tin'd, No 19439		1	11	0			
6 ea. ⅞, 1s. 4		0	8	0			
Carried forward	£	16	11	10		£236	7 1
Amount brought forward		16	11	10		236	7 1
6 gro. ea. ½, 2s., ⅝, 2s. 4, ¾, 2s. 10, silver plated		2	3	0			
3 gro. ⅞ in., 3s. 6		0	10	6			
6 gros ½, 2s., ⅝, 2s. 4, ¾ in. 2s. 4, brass		2	3	0			
3 gross ⅞, 3s 6		0	10	6			
3 gro. ⅝, 2s. 3, ¾, 2s. 9, barr'd, 19132							
24 doz 2½ in., Sildersley, pat. tumb. pad locks, 35300, 1s. 6		0	15	0			
12 doz. ⅞, 2s., 3 in. 2s. 6		1	16	0			
6 doz. 2½ in. 3s., pat. brass shackles, 35301		2	14	0			
1 doz. bed keys, No. 35302		0	12	0			
6 doz end gt. polished steel spectacle cases, 59, 5s		0	3	0			
4 doz. pr. outside brass plated stirrups, 641, 19s. 6		1	10	0			
2 doz. pr. outside brass plated stirrups, 807, 20s. 6		3	19	0			
1½ doz. pr. outside brass plated stirrups, 606, 12s		2	1	0			
1½ doz. best outside plated stirrups, 700, 11s 6		0	18	0			
1 doz pr. best outside plated stirrups, 853, 11s. 6		0	17	3			
3 doz. pr. best outside plated stirrups, 167, 9s. 9, 868, 14s. 3		0	11	6			
2 doz. pr. best outside plated stirrups, 816, 16s. 2; 5601, 14s. 8; 5485. 19s. 8.		3	12	0			
1 doz. pr. polished stirrups, 868		5	1	0			
Card 8242. bridle buckles, no charge		0	15	4			
Card 8348, jap'd trimed twists, do							
1 pr. large tind spurs, p. m. imt., no charge							
					48	2 9	
Cask and case 27s., car. 17s. 9					2	4 7	50 7 4
There is no pattern of the ins. tonges you ordered							286 14 5
Comm. 3 per cent. on £140 19 5							
5 per cent. on 145 15 0	£	4	4	7			
		7	5	9			11 10 4
							298 4 9
Banker's com. 1½ per cent							4 9 5
Shipping charges £3 0 6, port 7s							3 7 6
5 month's interest							6 10 5
							£312 12 1
Add interest and com. per letter							1 5 7
							£313 17 8

E. E.

VAN WERT, SON & CO.

Invoice of merchandise purchased by Samuel A. Goddard & Co., Birmingham, for and on account and risk of Messrs. Morton & Courtney, merchants, Charleston.

696 M&C †6	3 double guns, No. 227 *a* 23s	3 9 0	
	1 do do 230 *a* 50s	2 10 0	
	3 do do 235 *a* 35s	5 5 0	
	1 do do 233 *a* 39s	1 19 0	
	Papering 8 guns at 3d	0 2 0	
	Freight to Liverpool 2s.; case 5s	0 7 0	
			0 13 2
†7	3 double guns, No. 227 *a* 23s	3 9 0	
	5 single do 228 *a* 13s	3 5 0	
	2 double do 229 *a* 40s	4 0 0	
	1 do do 230 *a* 50s	2 10 0	
	1 do do 232 *a* 36s	1 16 0	
	Papering 12 guns *a* 3d	0 3 0	
	Freight to Liverpool 2s.6; case 6s	0 8 6	
			15 11 6
	RECAPITULATION.		
696 M&C†6	1 case guns	13 12 0	
†7	1 do do	15 11 6	
		£29 3 6	
	Commissions 5 per cent	1 9 2	
	Shipping charges 11s.2; postage 2s	0 13 2	
			31 5 10

E. E. Birmingham, August 16, 1847.

Invoice of two packages and five bundles of hardware, purchased by Francis Hobson, and forwarded to Messrs. Fielden, Brothers & Co., Liverpool, for shipment on account and risk of Messrs. Morton & Courtney, Charleston, South Carolina. Sheffield, 26th August, 1847.

M&C H	RECAPITULATION.	
† 61	Cask cutlery, &c	84 4 9
† 63	Case steel	11 5 0
63 *a* 67	Do	8 01 1
		£103 11 8
	Com. 5 per cent. on £84 4 9 nett £19 6 11.	4 4 3
	Shipping charges	0 14 7
M&C H		£108 10 6
Cask 61	2 gross sham buck table knives, C. F., ea. 2846, 15s.6; 3111, 16s.6	3 4 0
	2 gross black tip do steel fork, 3125½, 28s	2 16 0
	1 gross round stag do do 8198	1 16 0
	12 doz. pocket knives, 1962, 5s.6	3 6 0
	6 doz. ea. 1754, 5s.3; 1766, 6s.4; 1778, 6s.9; 1841, 6s.9; 1847, 7s.6	9 15 6
	12 doz. ea. 2 blade do 940, 10s.9; 1009, 10s.; 8230, 7s.6	16 19 0
	9 doz. do 8252, 10s	4 10 0
	6 doz. do ea. 1023, 11s.6; 7386, 10s.; 7817, 13s	10 7 0

STATEMENT—*Continued.*

	3 doz. ea. 1019, 12s.; 1131, 10s.; 8251, 8s.; 8253, 8s.6	5 15 6		
	3 doz. ea. 3 blade do., 7837, 12s.6; 7838, 15s.6; 7840, 18s.6	6 19 6		
	3 doz. 4 blade Congress knives, 7841, 16s	2 8 0		
	2 doz. hunting knives, 5285, 18s	1 16 0		
	1 doz. do ea. 8206, 11s 6; 8288, 12s.6.	1 3 9		
	6 doz. lancets, ea. 8308, 10.; 8309, 6s.; 8310, 8s	5 8 0		
	6 cards 1 blade spear pt. knives, each cont. 1 knife ea., 8315, 7s.3; 8316, 7s 6; 8323, 11s.6; 8324, 11s.6; 8325, 13s.; 8326, 13s.; 8317, 7s.3; 8318, 8s 6; 8319, 9s.6; 8320, 9s.9; 8321, 10s. 9; 8322, 10s9.	3 9 9		
	Cards and carding for the above at 9d	0 4 6		
	6 cards 2 and 3 blades, ea. cont'g 1 knife, 8327, 10s. 8328, 9s.6; 8329, 7s 3; 8330, 10s 6; 8331 10s.; 8332, 10s,; 8333. 10s.; 8334, 7s 9; 8335, 10s.6; 8336, 11s.6; 8337, 4s.6; 8338, 15s	3 2 9		
	Cards and carding for the above, *a* 5d	0 2 6		
	1 folio, 2s.9; card cont'g files, ass't, nett value, 9s.5	0 12 2		
			83 6 11	
	Cask, &c., 12s.; carriage 5s.10		0 17 10	
M&C H			£84 4 9	
Case 62	Wormsted sheet cast steel for gin saws, 19 G., 46 *a* 9 in., 4 3 15 *a* 44s	10 14 11		
	Case 4s.; carriage 6s.1	0 10 1		
			11 5 0	
Blds. 63 *a* 67	5 bundles blistered steel, 3 in. flat, 5 2 4, 28s	7 15 0		
	Carriage 6s.1	0 6 11		
			8 1 11	

M&C	368 cask,	8 3		
VW	9 "	8 3		
	370 "	6 9	244.5 at 6d foot	£6 2 3
	1 "	8 0	Primage	0 6 1
	2 "	8 3		
	3 "	6 9		£6 8 4
	4 "	7 0		
	5 "	7 0		
	6 "	6 2		
	7 "	6 2		
	8 "	5 10		
	9 "	5 4		
	380 "	8 0		
	1 "	9 0		
	2 "	7 0		
	3 "	6 9		
	4 "	7 7		
	385 "	3 11		
	410 "	19 6		
	411 case	6 6		
	451 cask	16 7		
	2 "	8 3		
	3 "	8 3		
	4 "	26 1		
	455 "	33 3		
		244 5	at 6d per foot.	

Shipped in good order and condition by Fielden, Brothers & Co., of Liverpool, in and upon the good ship or vessel called the Martha, whereof Rich is master for this present voyage, and bound for Charleston, twenty-four casks one case hardware, being marked and numbered as per margin, and are to be delivered in the like good order and condition at the aforesaid port of Charleston, (all and every the dangers and accidents of the seas and navigation of whatsoever nature and kind excepted,) unto Messrs. Morton & Courtney, or to their assigns, he or they paying freight for the said goods, at

the rate of twenty shillings sterling per ton of forty cubic feet, at 4 80 per pound, with 5 per cent. primage and average accustomed.

In witness whereof the master or purser of the said ship or vessel has affirmed to two bills of lading, all of this tenor and date, one of which being accomplished the rest to stand void.

Dated at Liverpool, this 9th day of September, 1847. Contents unknown.

RICH'D RICH.

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696 } 6 case, 3 ft. 10 in., 3 10
M & C 7 " 3 " 10¼ " 5 1

8 11 *a* 20s

4 6
6

5 0 in full

Shipped in good order and condition by Brown, Shipley & Co., of Liverpool, in and upon the good ship or vessel called the Martha, whereof Rich is master for the present voyage, now lying in the port of Liverpool, and bound for Charleston, two cases hardware, being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid port of Charleston, (all and every the dangers and accidents of the seas and navigation of whatsoever nature and kind excepted,) unto Messrs. Morton & Courtney, or to their assigns, they paying freight for the said goods, at the rate of twenty shillings sterling, per ton, of forty cubic feet, for hardware; with five per cent. primage, and average accustomed, payable at the rate of four dollars and eighty cents per pound sterling.

In witness whereof the master or purser of the said ship or vessel hath affirmed to three bills of lading, all of this tenor and date, one of which being accomplished, the rest to stand void.

Weight and contents unknown.

R. RICH.

Dated at Liverpool this 7th day of September, 1847.

M & Co, 61, cask, 13 ft. 6 in., at 6d. pr. ft. £0 6 9
H.
62. 1 case steel.
63, 67, 5 b'dles steel, 10 1 19 *a* 1s. per cwt... 0 10 5

0 17 2
Primage....0 0 10

£0 18 0

Shipped in good order and condition by Fielden, Brothers & Co., of Liverpool, in and upon the good ship or vessel called the Martha, whereof Rich is master for this present voyage, and now lying in the port of Liverpool, and bound for Charleston, one cask hardware, one case steel, five bundles steel, being marked and numbered as per margin, and are to be delivered in the like good order and condition, at the aforesaid port of Charleston, (all and every the dangers and accidents of the seas and navigation of whatsoever nature and kind excepted,) unto Messrs. Morton & Courtney, or to their assigns, they paying freight for the said goods at the rate of twenty shillings sterling per ton of forty cubic

feet for hardware; and twenty shillings sterling per ton, of twenty cwt., for steel, at $4 80 per pound sterling, with five per cent. primage, and average accustomed.

In witness whereof the master or purser of the said ship or vessel has affirmed to two bills of lading, all of this tenor and date, one of which being accomplished the rest to stand void.

R. RICH.

Dated at Liverpool, this 9th day of September, 1847.

A.

THE STATE OF SOUTH CAROLINA,
City of Charleston.

We, the undersigned, William D. Gilleland and Simeon Hyde, merchants, and residents of the city of Charleston aforesaid, do hereby certify and make known, unto all whom it may concern, that at the request of Messrs. Morton & Courtney we did on repair to their store in the said city of Charleston, and then and there did carefully examine and survey sundry packages of merchandise, mentioned and described in the specification on the other side written, which were shown to us as having been landed from the ship Martha of Boston, Richard Rich, master, on her late arrival at this port from Liverpool; that we found the contents of the said packages to be damaged as set forth in the said specification on the other side written, which damage has, in our opinion, been caused by exposure to wet or dampness, strongly impregnated with salt. And we concurred in recommending an early sale thereof at public auction, for account of whom it may concern. And we do further certify, that if the said damaged merchandise had been landed in a sound and merchantable state, the same would be worth in this market at the present time, for cash, four hundred and eighty-one dollars fifteen cents, as per specification aforesaid.

Witness our hands at Charleston aforesaid, the fourth day of December, in the year 1847.

WM. D. GILLELAND,
SIMEON HYDE.

Be it known, that on the fourth day of December, in the year of our Lord one thousand eight hundred and forty-seven, before me, William B. Heriot, a notary public, duly commissioned and sworn under the authority of the said State, and dwelling and practising in the city of Charleston aforesaid, personally came William D. Gilleland and Simeon Hyde, above named, who being duly sworn according to law, did severally declare and say, that the facts set forth in the foregoing certificate signed by them are all strictly true.

In testimony whereof I have hereunto set my hand and notarial seal at Charleston, the day and year last above mentioned.

[L. S.] WILLIAM B. HERIOT,
Not'y public.

Specification of survey on goods landed from the ship Martha, Rich, master, from Liverpool, consigned to Messrs. Morton and Courtney.

Marks and numbers.	Packages and contents.	Sound.	Damaged.	Cash value of dam'd articl's had they b'n land'd sound.
M&C H, No. 62	1 case, 547 lbs., gin saw steel.....	.....	547 lbs. gin saw steel, 20.....	109 40
M&C, No. 411 VW 695	1 case, ea. 10, 12, 14, in., 1 doz. trays, ea. 16, 20, 24, 28 in.....	.....	6 doz. waiters / 4 doz. trays	61 75
M&C, No. 6	1 case, 8 guns.....	.....	8 guns.....	131 50
M&C, No. 374 VW	1 cask, 100 pair trace chains, No. 3.....	.....	100 pair trace chains, 55...	55 00
" No. 369	1 cask, 100 pair trace chains, No. 1.....	.....	100 pair trace chains, 65...	65 00
M&C, No. 61 H	1 cask cutlery, viz., 84 dozen knives and forks.....	74 doz. knives & forks.	10 doz. knives and forks	
	133 doz. pocket knives.	121 doz. pock't knives.	12 doz. poc't knives	58 50
	18 doz. lancets.....	18 doz. lanc'ts.		
	12 cards pocket knives.	12 cards pock't knives		

Total cash value of the damaged articles, had they been landed in a sound state....$481 15

B.

Sales at auction of hardware damaged on board of ship Martha, on her voyage from Liverpool to this port, on account of all concerned, by order of Messrs. Morton & Courtney.

3111	Vandohlen .	6 doz. knives and forks.....	6	32½		1 95
8198	Evans	4 " " "	4	77½		3 10
940	Lazarus....	2½ doz. pocket knives.....	30	27		8 10
1009	McKenna..	1½ " " "	18	29		5 22
8230	Lazarus....	3 " " "	36	22		7 92
1778	Heath	1 " " "	12	15		1 80
1841	Wineburg...	1 " " "	12	13		1 56
1766	Heath	3 " " "	36	"		4 68
28 in	Evans	1 " waiters	12	.....		8 00
24	Segar.....	1 " "	12	.....		8 75
20	Evans	1 " "	12	.....		5 25
16	Do.....	1 " "	12	.....		3 75
14	Do.....	1 " "	12	.....		3 50
12 in	Heath	1 " "	12	.....		2 25
"	Evans	1 " "	12	.....		2 25
14	Do.....	1 " "	12	.....		3 50
10	Do.....	2 " "	2a	187½		3 75
		Carried forward.....	.....	.....		$75 33

		Amount brought forward.....	.....	.....	$75 33
	Garily.....	547 lbs. gin saw steel.....	547	4¢	24 62
227	Evans.....	3 double barrel guns.....	3	950	28 50
230	Do.....	1 " " "	1	.....	15 00
231	Richards...	1 " " "	1	.....	14 00
231	Evans.....	2 " " "	2	10	20 00
233	Do.....	1 " " "	1	.....	14 00
3691	Do.....	100 pr. trace chains.....	100	37¢	37 50
374	Do.....	100 " " "	100	32¢	32 50
		(274)			
					$261 45
		CHARGES.			
		Advertising.....	.....	4 05	
		Extra labor preparing for sale.....	.....	0 50	
		Tax and commission 7 per cent.....	.....	18 30	22 85
		Nett proceeds.....	.....		$238 60

E. E.—Charleston, 13th December, 1847.

DICK & CREWS.

STATE OF SOUTH CAROLINA,
City of Charleston.

Personally appeared James Dick, one of the above named firm of Dick & Crews, duly appointed auctioneers in said city, who being duly sworn, maketh oath and saith, that the foregoing account of sales at auction, nett proceeds two hundred and thirty-eight dollars sixty cents, is in all strictly just and true.

JAMES DICK.

Sworn to before me, this 28th day of December, 1847.

WILLIAM B. HERIOT,
Notary public.

C.

DISTRICT OF CHARLESTON.

I, Simeon Hyde, appointed by Morton & Courtney, do solemnly swear, that I will diligently and faithfully inspect and examine such goods, wares, or merchandise, as the collector shall direct to be produced to be inspected and examined; and shall truly report and declare, to the best of my knowledge and belief, the true damage such goods, wares, or merchandise has sustained during the voyage, and that I have no direct or interest in the case, so help me God.

SIMEON HYDE,
THOS. D. JERVEY,
D'y collector.

DISTRICT OF CHARLESTON. *November*, 1847.

We, John Bryan and Arthur F. Holmes, appointed under the act of Congress of 20th April, 1818, for the port of Charleston, and duly sworn as prescribed by the said act, and Simeon Hyde, merchant, appointed by Morton & Courtney, importer or consignee of certain goods, wares, or merchandise, as are hereafter specified, and which were imported from Liverpool in the ship Martha, whereof R. Rich is or was master. The said Simeon Hyde, merchant, having been sworn in like manner, and also that he has no direct or indirect interest in the case, have inspected and examined the said goods, wares, or merchandise; and we do report and declare, to the best of our knowledge and belief, that the damage affixed by us is just, and was sustained during the voyage of importation.

Marks.	Nos.	Description of merchandise.	Cost and charges.	Rate of damage.	Amount of dam'g.
M & C H	62	One case steel.....	£10 14 11		
		Charges.....	14 2		
			£11 9 1	80 p. ct.	9 3 3
"	61	One cask cutlery.....	83 6 11		
		Charges.....	5 9 4		
			£88 16 3	10 p. ct.	8 17 7
M & C V W	411	One case waiters.....	6 3 6		
		Charges.....	13 11		
			£6 17 5	75 p. ct.	5 3 1
373, 376, 377, 379, 378, 374, 375, 370, 368, 371, 381, 383, 382, 385, 372, 380, 369,		Seventeen casks chains.....	114 13 9		
		Charges.....	12 18 0		
			£127 11 9	10 p. ct.	12 15 2
696 M & C	6	One case guns.....	13 3 0		
		Charges.....	1 9 7		
			£14 12 7	50 p. ct.	7 6 3
M & C E	115	Two casks hoes.....	20 5 5		
		Charges.....	1 3 3		
			£21 8 8	33⅓ p. ct.	7 2 10
" 19, 21, 22	27	Four casks hoes.....	46 2 10		
		Charges.....	2 13 0		
			£48 15 10	25 p. ct.	12 3 11
"	31	One cask hoes.....	10 12 9		
		Charges.....	12 2		
			£11 4 11	40 p. ct.	4 9 11

STATEMENT—*Continued.*

Marks.	Nos.	Description of merchandise.	Cost and charges.	Rate of damage.	Amount of dam'g.
M & C E	28	One cask hoes.....	14 13 2		
		Charges.....	16 10		
			£15 10 0	30 p. ct.	4 13 0
"	26	One cask hoes.....	11 4 3		
		Charges.....	12 10		
			£11 17 1	12½ p. ct.	1 9 7

SIMEON HYDE,
JOHN BRYAN,
ARTHUR F. HOLMES,
U. S. Appraisers.

I certify the above to be a true copy of the original on file in this office.

THOS. D. JERVEY, *D'y collector.*

January 31st, 1848.

Statement D.

Statement of abatement of duties on that portion of the goods damaged on board the ship Martha, Rich, master, consigned to Messrs. Morton & Courtney, on which they claim damages from the ship.

Marks and numbers and packages.	Amount of damage all'd by the custom-house.	Rate of £ sterling.	Amount of damage in federal money.	Rate of duty.	Abatem't of duty.
M & C, 62, One case steel..... H	9 3 3	a 484	44 34	15 p. ct.	6 65
" 61, One cask cutlery, (part only claimed for)....	12 6	"	3 03	30 p. ct.	0 91
M & C, †411, One case waiters.. VW	5 3 1	"	24 94	30 p. ct.	7 48
" 374, 369, two casks chains. 696	1 11 0	"	7 50	30 p. ct.	2 25
M &C, †6, one case guns.....	7 6 3	"	35 39	30 p. ct.	10 62
					$27 91

The damages on the rest of the goods of Morton and Courtney were not claimed from the ship, M. & C. being content with the abatement of duties on those goods.

E. E.—Charleston, S. C., 31st January, 1848.

R. HERIOT & SON,
Insurance brokers.

The ship Martha, of Boston, Richard Rich, master,
To Morton and Courtney, Dr.

For loss on sundry packages of hardware, damaged on board the said ship on her late voyage from Liverpool to Charleston, by the drainings of salt stowed over them in the between-deck, viz:

The said goods, if sound, would have sold for cash, as per certificate of merchants, marked A.....	$481 15
But being damaged they were sold at auction, for account of whom it might concern; the nett proceeds thereof, per sales marked B, amount to.....	238 60
	242 55
Deduct abatement of duties allowed by the custom-house on the goods on which loss is now claimed from the ship, as per statement marked C & D	27 91
Amount of claim.....	$214 64

E. E. Charleston, S. C., 31st January, 1848. Adjusted by
R. HERIOT & SON, *Ins. brokers.*

Claim of James Adger & Co.

SHEFFIELD, *August 20th*, 1847.

Messrs. Moore & Davis, bought of Wm. & J. G. Parker.

	1 wrapper, 3 casks and 1 case, marked M & D, 51, a 55.		
Griffin.....	6 doz. prime Am. corn scythes, ea. HH 38s., HC 39s..... £23 2 0		
	2 doz. prime Am. grass scythes, ea. 32, 30s., 34, 31s..... 6 2 0		
		29 4 0	
	20 per ct.... 5 16 9		
		£24 7 3	
51	Wrappers.....	13 0	
			£25 0 3
	203, 21s., 204, 22s., 206, 22s.; 6 gros. table knives and forks.....	19 10 0	
	232, 21s., 233, 22s., 236, 23s., 270, 24s.6; 3 gros, table knives and forks.....	13 11 6	
	235, 22s., 240 P, 28s., 303, 34s,, 303, 27s., EFW; table knives and forks.....	12 2 0	
	270 P, 26s6, 272 P, 28s.; 3 gros. table knives and forks.....	8 3 6	
	273 P, 30s., 183, 38s., 3 prs.; 1 gros. table knives and forks.....	3 8 0	
	1504, 2s6, 17, 4s6, 25, 4s.; 12 dozen fancy pocket knives.....	6 12 0	
		63 7 0	25 0 3
	Amount brought forward	63 7 0	25 0 3
	1505, 3 doz. fancy pocket knives, 2s6.....	7 6	
	1815, 20 " " " " 3s4.....	3 6 8	
	W 17035, 4s., 1763 B, 4s9, 1715, 5s9; 6 doz. fancy pocket knives.....	4 7 0	
	1719, 5s., 2204, 8s.; 6 doz. fancy pocket knives	3 18 0	
	1903, 5s10, '11, 6s3, '23, 6s., '32, 7s3; 4 dozen fancy pocket knives.....	5 1 4	
	1965, 5s3, '68, 6s., '71, 5s8; 3 dozen fancy pocket knives.....	2 10 9	

STATEMENT—*Continued.*

	2117, 6s6, '20, 6s., '24, 6s3, '29, 8s.; 4 dozen fancy pocket knives			5	7	0	
	2117, 9s., 1012, 2s1, 1019, 1s8; 8 dozen fancy pocket knives			5	2	0	
	2110, 7s6, 2213, 8s., 2224, 7s9; 4 dozen fancy pocket knives			4	13	0	
	2117, 7s3, 2201, 6s3; 2 dozen fancy pocket knives			1	7	0	
	1947, 8s., 2616, 7s5; 3 dozen fancy pocket knives			2	5	0	
	353, 8s., 365, 10s., 383, 12s.; 4 dozen Elliot's, in cases	6	0	0			
	5 per ct.	6	0				
				5	14	0	
	2701, 16s., '02, 17s., '03, 17s., '04, 17s., '05, 17s.; 2 dozen fancy pocket knives			8	8	0	
	2617; 5 " " " " 7s.6			1	17	6	
	2621, 12s., 2058, 9s6, '95, 10s., '74, 9s6; 1 doz. fancy pocket knives			2	1	0	
	1214, 7s3, '19, 4s6, '25, 4s6; 4 dozen fancy pocket knives			2	13	0	
	4003, 5s1, '07, 7s6, '08, 7s3, '12, 7s.; 2 dozen fancy pocket knives			2	14	6	
	3116, 5s., 2906, 9s6, '10, 10s6, '21, 8s.; 2 doz. fancy pocket knives			4	6	0	
J. Rodgers..	3206, 15s. '949, 18s., '950, 18s.; 4 doz. fancy pocket knives	18	0	0			
	44556, 2 doz. fancy pocket knives, 51s	5	2	0			
	42064, 19s., '67, 25s.; 1 doz. fancy pocket knives	2	4	0			
	44556, 51s., 42065, 24s., '66, 19s.; 1 dozen fancy pocket knives	4	14	0			
		30	0	0			
	25 per ct.	7	10	0			
				22	10	0	
	3627, 2 dozen fancy scissors, 4s6				9	0	
Badger.....	3801, 2s10, '02, 2s10; 6 doz. fancy scissors			1	14	0	
	3809, 5s., '19, 6s6, '25, 6s6, '26, 7s3; 2 dozen fancy scissors			2	14	6	
	3520 6½, 3s9, '22 6½, 4s3, H; 4 tailor's shears			1	12	0	
	3533, 8; 2 tailor's shears, 9s				18	0	
	2 dozen currier's steels, with handles, 2s3				4	6	
	1 " " trimming " 6s				6	0	
	1038, 12s., 118½, 10s.; 1 doz. ladies' scissors			1	2	0	
Westenholm	644, 29s., 2026, 39s., 450, 46s.; 1 doz. knives			5	14	0	
	4 gro. C. S. taper saw files, 4½, 15s			3	0	0	
	1 " " " " 4				14	0	
				170	4	3	25 0 3
	Amount brought forward			170	4	3	25 0 3
Westenholm	4 gro. taper saw files, 4½ best, mark B, a 23s.			4	12	0	
52	Cask, 21s.; carriage to Liverpool, 20s			2	1	0	
							176 17 3
	120, 13s., 122, 14s6; 4 gro. table knives and forks			5	10	0	
	121; 6 gro. table knives and forks, 13s6			4	1	9	
M & C.	2 doz. C. S. handsaws, 26s.; 2 doz. panels, 74s	14	16	0			

STATEMENT—*Continued.*

	52½ per ct.....	7 15 5				
				7 0 7		
	2 dozen foot adzes, square pall, 1, 20s., 2, 22s.....	5 8 0				
	25 per ct.....	1 7 0				
				4 1 0		
	4 doz. C. S. drawing knives, light, ea., 10, 24s6, 12, 29s.....	10 14 0				
	½ doz. C. S. draw'g knives, heavy, ea., 13, 34s., 14, 37s.....	1 15 6				
		12 9 6				
	35 per ct.....	4 7 3				
				7 2 3		
	4 dozen sheep shears, 10 B, 16s6, 10 BP, 22s6.....	7 16 0				
	45 per ct.....	3 10 2				
				4 5 10		
	3 gro. S. socket chissels, ¼, 19s6, 1 in., 33s.....	6 19 6				
	6 gro. socket chissels, ¾, 20s6....	6 3 0				
		13 2 6				
	50 per ct.....	6 11 3				
				6 11 3		
Corell.....	1 gro. mortice chissels, ⅜, 15s.....	0 15 0				
	½ " " " ½, 22s.....	11 0				
		1 6 0				
	35 per ct.....	9 1				
				16 11		
J. Blosson..	2 gro. flat bastard, ea. 3, 3s4, 4, 3s4	0 13 4				
	2 gro. flat bastard, ½ round, 5, 4s1, 6. 5s., 8, 7s4.....	1 12 10				
		2 6 2				
	27½ per ct.....	13 8				
				1 12 6		
	12 gro. taper saw files, 372, 3s., 4, 3s4.....	3 16 0				
	6 gro. taper saw files, 3 a 3s.....	18 0				
		4 14 0				
	30 per ct.....	1 8 3				
				3 5 9		
Wilkinson..	2 patent sheep shears, 16l, 23s6..	2 7 0				
	35 per ct.....	16 6				
				1 10 6		
53	Cask, 20s.; carriage to Liverpool, 15s6.....			1 15 6		
					47	13 1
Groves&Sons	½ dozen C. S. cross-cut saws, each, 6½, 26s., 7 ft., 28s.....	16 4 0				
	½ doz. C. S. pit saws, ea., 6½, 26s., 7 ft., 28s.....	16 4 0				
		32 8 0				
	45 per ct.....	14 11 7				
				17 16 5		
54	Case, 11s6; carriage to Liverpool, 4s6.....			16 0		
					18	2 5
	273 P, 30s., 27 FFF, 30s.; 2 gro. table knives and forks.....			6 16 0		

	335 P, 94s., 337 P, 120s.; ½ gro. table knives and forks		5 7 0	
	335 P, 35s., 337 P, 43s.; 2 sets, 53 ps.		7 17 0	
			20 0 0	267 13 0
	Amount brought forward		20 0 0	267 13 0
	335 FF, 42s., 337 FF, 50s; 2 sets, 55 ps.		9 4 0	
	1505; 9 doz fancy one blade knives, 2s6.		1 2 6	
	1722, 5s6, '25, 6s., 1991, 6s9, '97, 6s6, '98, 8s., 87, 6s.; 6 doz. fancy one blade knives.		11 12 6	
	1908, 5s9, '15, 6s3; 4 dozen fancy two blade knives		2 8 0	
	2238, 7s6, '48, 9s3; 6 dozen fancy two blade knives		5 0 6	
	2005, 7s3, 1747, 6s.; 4 dozen fancy 1 and 2 blade knives		2 13 0	
	2621, 12s., 1008, 2s., 1007, 2s1; 3 doz. fancy 1 and 2 blade knives		2 8 3	
	1004 scp.; 24 doz. fancy one blade knives, 1s5		1 14 0	
	3117, 2 dozen fancy three blade knives, 18s.		1 16 0	
	3021, 1 dozen fancy three blade knives, 7s6.		7 6	
	3036, ½ dozen fancy three blade knives		3 9	
	2 dozen, each, hand and panel saws, 26, 6½ wide, 13s		2 12 0	
	3 dozen, each, hand and panel saws, 26, 7, 4 screws, 17s		5 2 0	
	2 dozen, each, hand and panel saws, 26, 1, large screws, 18s		3 12 0	
	2 doz. G. S. handsaws, 26, 64.	12 16 0		
	70 per ct.	8 19 0		
			3 17 0	
Groves	1 dozen C. S. panel, 26, extra fine teeth, 74s	3 14 0		
	½ doz. C. S. panel, mah'y handles, each, 7 and 9 tenth ft. 1 in., 84s.	4 4 0		
	½ doz. C. S. panel blued back saws, each, 14, 64s, 16, 72s	3 8 0		
	1 doz. compass saws, each, 12, 18s, 14, 21s	1 19 0		
		13 5 0		
	45 per ct.	6 0 3		
			7 5 9	
	½ dozen G. S. tenant saws, each, 14, 56s, 16, 62s	2 19 0		
	72½ per ct.	2 2 10		
			16 2	
Butcher	1 doz. C. S. drawing knives, heavy, 10, 24s6, 12, 29s	2 13 6		
	35 per ct.	18 9		
			1 14 9	
55	Cask, 21s.; carriage to Liverpool, 14s.		1 15 0	
				85 4 8
				352 17 8
	Comm. 1¼ on Griffin's scythes.			7 6
	5 per ct. on £220 4s9.			11 0 3
				£364 5 5

BIRMINGHAM, *Sept. 4th*, 1847.

Recapitulation of hardware shipped on board the Martha, Rich, master, from Liverpool bound to Charleston, consigned to Messrs. Moore & Davis, Augusta, being on their account and risk.

M & D.				
Cask, 479	Sundries	20 5 9		
480	Ditto	31 6 2		
481, 484	" horse shoes	18 14 3		
462	" weights, &c	4 17 0		
463, 464	" nails	9 19 2		
17 anvils	" anvils	24 8 6		
Case, 485	" guns	25 11 0		
Cask, 485	" sundries	35 16 9		
		170 18 7		
	Comm. 3 per ct. on £39 4 8	1 3 6		
	" 5 " 131 13 11	6 11 8		
		7 15 2		
		178 13 9		
	E. E.			
	(Signed) VAN WART, SON & Co.			
M & D. V.				
Cask, 481	500 lbs. horse shoes, No. 3			
" 482	500 " " " 4			
" 483	500 " " " 5			
" 484	250 " " " 6			
" "	250 " " " 7; 17wt. 3qrs. 12lbs., a 18s	16 1 6		
	4 casks, 6s.; carriage 28s9	2 12 9		
				18 14 3
" 462	30 sets iron weights, 1lb. down, 3d	7 6		
	3 dozen wafle irons, No. 2, 21s	3 3 0		
	1 dozen wafer No. 1	1 1 0		
				4 11 6
	Cask, 5s6; carriage free			5 6
				4 17 0
" 463	200 lbs. Griffin's best fine shouldered horse nails, 25m, 6½	7 14 2		
" 464	200 lbs. Griffin's best fine shouldered horse nails, 22 2-9m, 6s6	7 4 6		
		14 18 8		
	35 per ct.	5 4 6		
				9 14 2
	2 casks a 2s6; carriage free			5 0
				9 19 2
17 anvils	3 Foster's mouse-hole anvils, sq. root, ass'd, 212, 214, 220; 1c. 3q. 18lbs., 35s	3 6 11		
	14 do. anvils, square root, ass'd, 0 3 8, 1 0 15, 0 3 15, 0 3 11, 1 0 22, 1 0 5, 0 3 20, 1 1 12, 1 0 11, 1 0 9, 1 3 10, 1 2 2, 1 0 21, 1 0 22; 15 0 16, a 30s	23 9 5		

STATEMENT—*Continued.*

M & D. V.				
		26 16 4		
	Discount 10 per ct.....	2 13 7		
			24 2 10	
	17 face coverings, 4s6 ea.; carriage free.....	.....	5 8	
			24 8 6	
Cask, 479	6 Clark's front enamelled maslin kettles, each, 8, 2s9; 10, 3s4; 12, 4s6; 13, 5s6.....	4 16 6		
	3 Clark's front enamelled maslin kettles, each, 14, 7s.....	1 1 0		
	35 per ct.....	2 1 1		
			3 16 5	
	3 " Dixon's dram flasks, each, 0647, 3s4; 8, 5s4	1 6 0		
	32 per ct.....	8 8		
			17 4	
	3 gro. No. 4 flat sash line, 7s6.....	2 5 0		
	5 per ct.....	2 3		
			2 2 9	
	16 dozen 6, 1s10; 8, 2s2, bar oval bar curry combs, No.	3 4 0		
	12 packages royal Victoria pins, each, 4, 3s4; 5, 3s6; 6, 3s10.....	6 6 0		
	3 dozen brass snuffers, 6983, 3s.....	9 0		
	12 pairs round brass chamber cdls., 18, 10s½; 19, 11s½.....	1 2 0		
	3 each, 6, 3s5; 6½, 3s7, 094 complete.....	1 1 0		
			12 2 0	
	Cask, 15s.; carriage, 12s3.....	.....	1 7 3	
			20 5 9	
480	6 doz. H. Van Wart's patent butts, ea., 1½, 1s2; 2, 1s9; 2½, 2s7; 3, 3s9; 3½, 5s2; 4, 6s3.....	6 4 0		
	70 per ct.....	4 6 10		
			1 17 2	
	24 prs. brass head round joint fire irons, each 4.5, sq. pl. riveted.....	12 12 0		
	12 " square joint kitchen, 4, 5s10.....	3 10 0		
		16 2 0		
	65 per ct.....	10 9 3		
			5 12 9	
	4 dozen rule joint imperial steel compasses, A 1775, ea. 6½, 7s.; 7, 7s9.....	2 19 0		
	35 per ct.....	1 0 7		
			1 18 5	
	½ cutting nippers, 869 ea., 5, 27s.; 6, 36s.....	1 11 6		
	1 " plyers, 868, 5¾ in., 26s.....	1 6 0		
	1 " rack compasses, 872, 8 in., 34s.....	1 14 0		
		4 11 6		
	30 per ct.....	1 7 5		
			3 4 1	
			12 12 5	

STATEMENT—*Continued.*

[M&D.] V.	Amouut brought forward		£12 12 5
†480 cd.	1 gro. 3½ in. japanned surplice pins 3s.	£0 3 0	
	½ gro. japanned hat and coat hooks, No. 1, 6s. 6	0 3 3	
		0 6 3	
	25 per cent.	0 1 7	
			4 8
	6 doz. ea. 2½ 4s., 2¾ 4s. 6, 3 5s. in jap. S. & T. padlocks, ass. 4 kinds, No. 5	4 1 0	
	24 pr. brass head, round joint, fire irons, am. head to extend to the joint, ea. 25, 75 2s. 6, 76 2s. 9	6 6 0	
	4 gross 6½ in. 7 1-16 welded head, sharp thread bed screws 7s. 6	1 14 0	
	1 " 7½ in. 9s. 6, 8 in. 10s., 7s. 16	0 19 6	
	8 " tinned iron table spoons, No. 8, *a* 5s. 6	2 2 0	
	2 " " forged " 26 9s. 5	0 18 10	
Samples.	½ doz. 6 in. stock locks, No. 450, 13s. doz.	0 6 6	
			16 7 10
	Cask, &c., 19s.; carriage 22s. 3		2 1 3
			31 6 2
Case 485.	10 steel mou'd percussion dbl. guns, twisted barrels, pat., long strap, break off, ebony rod, &c., No. 4,144, D, 11s	20 0 0	
	2 with wrought furniture, steel inside locks, vent holes, &c., No. 4,145, D, 50s. named Moore & Davis on locks, Augusta	5 0 0	
	Case 8s. 6; carriage 2s. 6	0 11 0	
			25 11 0
Case 486.	6 doz. 4s. 4, 5 5s. bright round balls	2 14 0	
	80 per cent.	2 3 2	
			10 10
	12 pr. Beddow's warranted steelyards 50 3s., 75 3s. 6, 150 5s., 200 6s	10 10 0	
	18 " " " 100 4s	3 12 0	
	6 " " " 250 7s. 6, 300 8s. 9	4 17 6	
		18 19 6	
	72 per cent.	13 15 1	
			5 4 5
	6⅝ in. Bourne's dbl. hand screw plates, 5 holes, 9s	2 14 0	
	6⅝ " " " 7 " 10s	3 0 0	
		5 14 0	
	30 per cent.	1 14 3	
			3 19 9
	3 pr. 7 in. chamber candlesticks 094 3s. 9	0 11 3	
	12 doz. 2½, 2½, 11½, 3½, 1 W. fancy key leaf drop japanned pad locks, assorted, 4 fancies	3 0 6	
	6 doz. 2½ 3s. 3, 2¾ 3s. 9, 3 4s. 3, 2 W. fancy key, tumbler bushed, pad locks, 6 kinds, No. 1,787	3 7 6	
		6 19 3	9 15 0

STATEMENT—*Continued.*

	Amount brought forward.....		6 19 3		9 15 0	
	4 doz. 3½ in. bushed pad locks, No. 1,787 6s. 9.		1 7 0			
	6 doz. 2¾ 10s., 3 11s., 3¼ 13s. 6, fine tumbler bushed pad locks, 6 kinds, 1,788.....		10 7 0			
	4 doz. 2½ 5s., 2¾ 5s. 6, 3 6s. " " " heart patterns, 1,789.....		3 6 0			
	5 7, 5 ft. 14 links br. twisted halter chains, No. 6, triangle swivel, 2 rings, &c.....		2 2 0			
					24 1 3	
	Cask, &c. 20s.; carriage 20s. 6.....				2 0 6	
					35 16 9	

I certify the annexed invoices to be true copies of the originals on file in this office. Collector's office, Charleston, So. Ca., June 1, 1848.
THOS. D. JERVEY, *Dep. Col.* [SEAL.]

SHEFFIELD, 20*th August*, 1847.

Messrs. J. & S. Bones & Co., bought of Wm. & J. G. Parker.

5 casks [*J&SB.*] †93, 94, 95, 96, 97.

	126 15s., 127 16s. 6 gross table knives and forks...	£9	6	0	
	125 16s., 232 21s. 4 " " " " ...	7	8	0	
	140 19s., 143 20s., 202 20s. 6, 203 21s., 3 gr, " ...	12	4	6	
	270 24s. 6, 270 P. 26s. 6, 270 PFF. 29s. 6, 3 " ...	12	1	6	
	301 30s. 7 3 " " " " ...	4	11	6	
	204 22s., 205 23s., 207 23s., 200 25s., 2 gr. " ...	9	6	0	
	233 22s., 240 P. 30s., 241 45s., 3 pr., 2 gr. " ...	9	14	0	
	271 1 " " " " ...	1	7	6	
	273 29s., 278 41s., 303 34s., 305 52s., 2 gr. " ...	15	12	0	
	362 gd. 18 pair carvers " " ...		18	0	
	370 1s., 372 1s. 2, 365 1s. 6, 6 pr. " ...	1	2	6	
	½ doz. table steels ...		3	6	
93	1 " " ...		4	3	
	Cask 21s., carriage to Liverpool 17s. ...	1	18	0	
					£85 17 3
	1701 3s. 9, 2615 7s. 6, 2617 7s. 9, 3 doz fancy pocket knives.....	2	17	0	
	1703 5s., 1901 B. 5s. 3 12 " "	6	3	0	
	1706 5s. 2, 28 6s. 9, 1924 6s., 25 6s., 4 doz. "	4	15	8	
	1931 7s., 2244 8s. 6 4 " "	3	2	0	
	2127 7s. 7 2 " "		15	2	
	1446 5s., 19 6s., 04 5s., 05 5s 6 " "	6	6	0	
	2701 16s., 02 17s., 03 17s., 04 17s., 05 17s. 1 "	4	4	0	
	Forward.....	28	2	10	85 17 3
	Amount brought forward.....	28	2	10	85 17 3
	3118, 1 doz. fancy pocket knives.....	0	17	6	
	1002, 30 do do do 9½d.....	1	3	9	
	1004 48 do do do 1s.5.....	3	8	0	
	1018, 1s.6, scy. 183½, 1s.10, 184, 2s1., 36 do do.	9	15	0	
	3520, 7, 4s.6, 8 in., 6s.3, 6 tailors' shears.....	6	9	0	
	3524, 7, 7s.3, 8, 9s.3, 6 do do	4	19	0	
	0107, 4s., 08, 6s., 09, 9s., 2 lancets in cases.....	1	18	0	
	21 doz. plated spoke shaves, 4 thumb screws, 42s....., £2 2 0				
	½ doz. do do 4½ do 46s., 1 3 0				
	2 trying squares, 5 in. 19 feet..... 1 18 0				

STATEMENT—*Continued.*

	4 trying squares, 6 in., 21s.....	4 4 0			
	3 do do 8 in., 28s.....	4 4 0			
	1 do do 10 in., 36s.....	1 16 0			
		£15 7 0			
	67½ per cent.....	10 7 2			
			4 19 10		
Wilson	24 doz. No. 1, 2s.9.....	3 6 0			
	12 do 2, 3s.6.....	2 2 0			
		5 8 0			
	25 per cent.....	1 7 0			
			4 1 0		
	24 doz. shoe knives, 1s.....		1 4 0		
	12 butchers' knives, 4½, 1s.11.....		1 3 0		
	6 do each, 6, 2s.8, 7, 3s.6.....		1 17 0		
	2 do do 8, 4s.6.....		0 9 0		
	015, 4s, 016, 4s.9, 3 doz. common butcher knives...		1 6 3		
	3 sets straw colored bitts, 30, 12s.6, 36, 15s.....	£4 2 6			
	55 per cent.....	2 5 4			
			1 17 2		
	6 plated braces ea. 24, 23s.8, 30, 26s., 36, 29s., bitts.....	23 14 0			
	67½ per cent.....	15 19 9			
			7 14 3		
	4 doz. ea., 30, 26s., 36, 29s., bitts.....	11 1 4			
	62½ per cent.....	6 18 4			
			4 3 0		
	2 ea., 30, 26s., 36, 29s., bitts.....	5 10 8			
	57½ per cent.....	3 3 7			
			2 7 1		
† 94	Cask 19s.; carriage to Liverpool, 14s.6.....		1 13 6		
					89 8 8
	4 doz. sheep shears, ea. 1B, 13s., 2B, 15s.6	5 14 0			
	9 doz. do do 2BP, 21s.6.....	9 13 6			
		15 7 6			
	45 per cent.....	6 18 4			
			8 9 2		
	Carried forward.....		£8 9 2		175 5 11
	Amount brought forward.....		8 9 2		175 5 11
	4 doz. C. S. drawing knives, ea. 8, 2s.6, 11, 26s.....	£9 14 0			
	6 do do do 9, 23s.6, 10, 24s.6	14 8 0			
	4 do C. S. socket chissels, ½, 7s.6.....	1 10 0			
	12 do do do ¾, 8s.6.....	5 2 0			
	6 do do do 1 in. feet...	3 0 0			
	3 do do do ea. 1¼, 11s., 1½, 12s	3 9 0			
	12 sets C. S. firmer, do do ½, ¼, 6s...	3 12 0			
	6 do do do do ½, 2, 8s...	2 8 0			
	3 do gouges, ½ a 1½, 7s.....	1 8 0			
	2 do do ½ a 2, 9s.....	0 18 0			
		£45 9 0			
	50 per cent.....	22 14 6			
			22 14 6		
Ash.	½ doz. C. S. drawing knives, ea. 13, 32s., 14, 35s.....	1 13 6			
	35 per cent.....	0 11 9			
			1 1 9		

STATEMENT—*Continued.*

95	Cask 17s.; carriage to Liverpool, 11s.6.....				1	8	6	
	12 doz. mill saw files, 10 in., 9s.9.....		5	17	0			33 13 11
	9 do do do 11, 11s.6, 13, 16s.6, 14, 19s.....		21	3	0			
	16 do do do 12 *a* 13s.6.....		10	16	0			
	6 flat bastard files, 13 *a* 16s.6.....		4	19	0			
	6 horse rasps, ea., 12, 15s., 13, 17s.9, 14, 21s.6.....		16	5	6			
			59	0	6			
	50 per cent.....		29	10	3			
						29	10	3
	6 doz. mill saw files, ea., 10, 9s.9, 12, 13s.6		6	19	6			
	3 do do do ea., 11, 11s.6, 13, 16s.6		4	4	0			
	4 do do do ea., 14, 19s.....		3	16	0			
	2 do do do ea. 15s, 24.....		2	8	0			
	1 do C. S. mill saw files, 16.....		1	9	0			
	4 do round bastard, each, 57, 4s.6, 7, 5s., 8, 5s.10, 9, 9s., 10, 10s.6.....		8	7	0			
	4½ round bastard, each, 10, 10s.6, 11, 12s.6, 13, 17s.9, 14, 20s.6.....		15	9	0			
	6½ do do do 8, 7s.4, 9, 9s..		4	18	0			
			47	10	6			
	42½ per cent.....		20	4	0			
						27	6	6
96	Cask 12s.6; carriage to Liverpool, 18s.....					1	10	6
								58 7 3
	4 doz. No. 2 C. S. sickles, 5s.....					1	0	0
	5 do do do ea., 3, 5s.9, 4, 7s.3.....					3	5	0
	3 do do do 5, 8s.3.....					1	4	9
	2 do reap hooks, without teeth, ea., 4, 9s., 5, 10s.					1	18	0
	271, 1 gross table knives and forks.....					1	7	6
						£8	15	3	267 7 1
	Amount brought forward.....					8	15	3	267 7 1
	276, 2 gro. table knives and forks, 35s.....					3	10	0	
	330, 26s.; 331, 28s.; 330, No. 1, not bal., 25s.; 331, No. 1, not bal., 27s. ea.; 1 set 51 ps.....					5	6	0	
	374, 1s. 6; 375, 1s. 10; 6 pair carving.....					1	0	0	
	125, 16s; 200, 19s.; 4 gro. table.....					7	0	0	
	6 doz. mill saw files, 10, *a* 9s. 9.....		2	18	6			
	2 " " " " 11, 11s. 6.....		1	3	0			
	1 " " " " 12, "		0	13	6			
	4 flat bastard, 12, 13s. 6.....		2	14	0			
			7	9	0			
	50 per cent.....		3	14	6			
						3	14	6
	3 doz. S. C. socket chissels, blued, 1 *a* 7, 6s.		1	2	6			
	4 " " " " " ¾, *a* 12s...		2	8	0			
	2 " " " " " 1½, 16s. 6..		1	13	0			
	3 " " " " bright, ¾, 14s.....		2	2	0			
	2 " " " " 1, 15s.; 1¼, 16s; 1½, 18s. 6...		4	19	0			
	12 sets firmer, ass., ½ *a* 1½, *a* 6s.....		3	12	0			
	6 " " " ½ *a* 2, 8s.....		2	8	0			
	4 " gouges, ass., ½ *a* 2, 9s.....		1	16	0			
			20	0	6			

STATEMENT—*Continued.*

	47 per cent..... 9 10 3			
			10 10 3	
	4 doz. C. S. drawing knives, 10, 24s. 6..... 4 18 0			
	50 per cent..... 2 9 0			
			2 9 0	
97	Cask, 21s.; carriage to Liverpool, 13s.....		1 14 0	
				43 19 0
				311 6 1
	Commission, 5 per cent., on £173 0 0.....			8 13 0
				£319 19 1

BIRMINGHAM, *8th September*, 1847.

Messrs. J. & S. Bones & Co.,

Bought of Joshua Scholefield & Sons.

JSBC. CASK 1.			
3 doz. yellow taper handle currycombs, ea. 6, 1s. 10; 8, 2s. 2; bar.	6 0 0		
Cask, &c., 12s.; carriage to Liverpool, 5 0 21, 7s. 9.....	0 19 9		
			6 19 9
CASK 2.			
12 doz. 1 in. thick pin padlocks, ea. 2, 1s. 2; 2¼, 1s. 4; 2½ in., 1s. 6.	2 8 0		
24 bushed tumbler, 090 ea., 2½, 2s. 0, 2¾, 3s. 3.....	7 4 0		
12 assd. " " 12 kinds, ea. 2½, 3s.6; 2¾, 3s. 9; 3¼, 4s. 3; 3 in., 4s. 9.....	9 15 0		
£	19 7 0		
Amount brought over.....£	19 7 0		
6 doz. 2 bolt spring rim locks, lac. fun. com., ea. 5, 11s. 9; 6 in. 12s. 9.....	7 7 0		
3 " 3 bolt " " " " ea. 5, 13s.; 6, 14s.	4 1 0		
3 " 2 bolt Scotch " " " " ea. 5, 12½s.; 6, 13½s.	3 16 6		
Cask, &c., lined with pitch paper, 22s.; carr. to Livpl. 11 2 24, 17s 4.	1 19 4		
			36 10 10
CASK 3.			
12 doz. plain 3 key till locks, ea. 2½, 8d.; 2¾, 11d.....	0 19 0		
12 " 12 " " " ea. 2½, 1s. 2; 2¾, 1s. 5.....	1 11 0		
12 " " " " " ea. 2½, 1s. 5; 2¾, 1s. 7.....	1 16 0		
12 " wh. " " " " ea. 2½, 1s. 6; 2¾, 1s. 8.....	1 18 0		
12 fancy " " " " 2½, 1s. 10; 2¾, 2s.....	2 6 0		
6 iron chest locks, copper wards, ea. 2½, 1s. 11; 3, 1s. 11; 751...	1 3 0		
12 " " " " " ea. 2½, 2s. 2; 3, 2s. 2; 752.....	2 12 0		
6 " " " " " ea. 3½ a 3s. 6.....	0 15 0		
6 screwed " " " 3, 3s. 2; 3½, 3s. 2; 762.....	1 18 0		
6 closet comp., ea. 4, 4s.; 4½, 4s. 6.....	2 11 0		
2 " fine ward, 109, ea. 4, 6s. 9; 4½, 6s. 9; 5, 6s. 9.....	2 0 6		
2 " imp. pat. rim latches, lac'd furn., ea. 4½, 9s.; 5, 9s. 6....	1 17 0		
			21 6 6
12 J. S. & S. steelyards, ea. 50 3s. 6; 100, 4s. 8; 150, 5s. 6; 200, 6s. 6.	12 0 0		
6 " " " 250, 9s; 300, 9s. 3.....	5 3 6		
	17 3 6		
62½ per cent.....	10 14 8		
			6 8 10

STATEMENT—*Continued.*

12 doz. plain chest locks, ea. 3 in., 4s.; 3½, 5s.; wrought	5 8 0		
6 doz. cupb'd " " " 3, 4s.; 3½, 5s	2 14 0		
6 1 wh. fancy chest locks, 2½ in., 5s. 6	1 13 0		
12 screwed, 3½ in., 10s	6 0 0		
	15 15 0		
65 per cent	10 4 9		
		5 10 3	
12 doz. plain chest locks, ea. 3, 4s.; 3½, 5s.; pressed	5 8 0		
6 " " cupb'd ea. 3, 4s.; 3½, 5	2 14 0		
	8 2 0		
72½ per cent	5 17 5		
		2 4 7	
Cask lined with pitch paper, &c., 22s.; carr. to Livpl. 12 1 14 18s. 7		2 0 7	
		£37 10 9	
Amount brought forward	37 10 9		
2 casks, 64 and 65.			
64, best bright hand hammers, 3 1 0, a 21s	3 8 3		
65, " " sledge " 3 0 0, a 21s	3 8 0		
Casks, 8s. 6d., 4s. 6d., delivered free in Liverpool	0 13 0		
		12 9 3	
Tierce †79.			
36 pr. brass chamber candlesticks, 22438, ea. 4½, 8s.; 5, 8s. 6d. per doz	2 9 6		
6 single doz., tin candlesticks, ea. 5, 3s. 6d.; 5½, 3s. 9d	2 3 6		
		4 13 0	
6 pr. best iron head, square joints, fire irons, ea. 4, 2s. 6d.; 5, 2s. 9d.; 6, 3s.; 7, 3s. 3d	3 9 0		
50 per cent	1 14 6		
		1 14 6	
6 pr. iron head, square joint, fire irons, ea. 4, 2s. 6d.; 5, 2s. 9d.; 6, 3s	2 9 6		
12 pr. brass head, round joint, fire irons, ea. 5, 5s. 6d.; 6, 6s.; 7, 6s. 6d	10 16 7		
	13 5 6		
70 per cent	9 5 10		
		3 19 8	
Tierce, 9s.; carriage to Liverpool, 4 3 0, 1s. 6d., 7½		0 16 2	
		11 3 4	

RECAPITULATION.

Cask No. 1	6 19 9	
" 2	36 10 10	
" 3	37 10 9	
2 casks, 64 & 65	12 9 3	
Tierce †79	11 3 4	
	104 13 11	
Insurance to Liverpool ½ per cent	0 10 5	
	105 4 4	
Com. 3 pr. ct., on £12 9s. 3d., and 5 on £92 15 1	5 0 2	
Postages	0 1 0	
Due in cash this day.		110 5 6

STATEMENT—*Continued.*

	47 per cent..... 9 10 3			
			10 10 3	
	4 doz. C. S. drawing knives, 10, 24s. 6..... 4 18 0			
	50 per cent..... 2 9 0			
			2 9 0	
97	Cask, 21s.; carriage to Liverpool, 13s.....		1 14 0	
				43 19 0
				311 6 1
	Commission, 5 per cent., on £173 0 0.....			8 13 0
				£319 19 1

BIRMINGHAM, *8th September*, 1847.

Messrs. J. & S. Bones & Co.,

Bought of Joshua Scholefield & Sons.

JSBC. CASK 1.			
3 doz. yellow taper handle currycombs, ea. 6, 1s. 10; 8, 2s. 2; bar.	6 0 0		
Cask, &c., 12s.; carriage to Liverpool, 5 0 21, 7s. 9.....	0 19 9		
			6 19 9
CASK 2.			
12 doz. 1 in. thick pin padlocks, ea. 2, 1s. 2; 2½, 1s. 4; 2½ in., 1s. 6.	2 8 0		
24 bushed tumbler, 090 ea., 2½, 2s. 0, 2¾, 3s. 3.....	7 4 0		
12 assd. " " 12 kinds, ea. 2¼, 3s. 6; 2½, 3s. 9; 2¾, 4s. 3; 3 in., 4s. 9.....	9 15 0		
£	19 7 0		
Amount brought over.....£	19 7 0		
6 doz. 2 bolt spring rim locks, lac. fun. com., ea. 5, 11s. 9; 6 in. 12s. 9.....	7 7 0		
3 " 3 bolt " " " " ea. 5, 13s.; 6, 14s.	4 1 0		
3 " 2 bolt Scotch " " " " ea. 5, 12½s.; 6, 13½s.	3 16 6		
Cask, &c., lined with pitch paper, 22s.; carr. to Livpl. 11 2 24, 17s 4.	1 19 4		
			36 10 10
CASK 3.			
12 doz. plain 3 key till locks, ea. 2½, 8d.; 2¾, 11d.....	0 19 0		
12 " 12 " " " ea. 2½, 1s. 2; 2¾, 1s. 5.....	1 11 0		
12 " " " " " ea. 2½, 1s. 5; 2¾, 1s. 7.....	1 16 0		
12 " wh. " " " " ea. 2½, 1s. 6; 2¾, 1s. 8.....	1 18 0		
12 fancy " " " " " 2½, 1s. 10; 2¾, 2s.....	2 6 0		
6 iron chest locks, copper wards, ea. 2½, 1s. 11; 3, 1s. 11; 751...	1 3 0		
12 " " " " " ea. 2½, 2s. 2; 3, 2s. 2; 752.....	2 12 0		
6 " " " " " ea. 3½ a 3s. 6.....	0 15 0		
6 screwed " " " 3, 3s. 2; 3½, 3s. 2; 762.....	1 18 0		
6 closet comp., ea. 4, 4s.; 4½, 4s. 6.....	2 11 0		
2 " fine ward, 109, ea. 4, 6s. 9; 4½, 6s. 9; 5, 6s. 9.....	2 0 6		
2 " imp. pat. rim latches, lac'd furn., ea. 4½, 9s.; 5, 9s. 6....	1 17 0		
			21 6 6
12 J. S. & S. steelyards, ea. 50 3s. 6; 100, 4s. 8; 150, 5s. 6; 200, 6s. 6.	12 0 0		
6 " " " 250, 9s; 300, 9s. 3.....	5 3 6		
	17 3 6		
62½ per cent.....	10 14 8		
			6 8 10

2881.

STATEMENT—*Continued.*

12 doz. plain chest locks, ea. 3 in., 4s.; 3½, 5s.; wrought	5 8 0		
6 doz. cupb'd " " " 3, 4s.; 3½, 5s	2 14 0		
6 1 wh. fancy chest locks, 2½ in., 5s. 6	1 13 0		
12 screwed, 3½ in., 10s	6 0 0		
	15 15 0		
65 per cent	10 4 9		
		5 10 3	
12 doz. plain chest locks, ea. 3, 4s.; 3½, 5s.; pressed	5 8 0		
6 " " cupb'd ea. 3, 4s.; 3½, 5	2 14 0		
	8 2 0		
72½ per cent	5 17 5		
		2 4 7	
Cask lined with pitch paper, &c., 22s.; carr. to Livpl. 12 1 14			
18s. 7		2 0 7	
		£37 10 9	
Amount brought forward	37 10 9		
2 casks, 64 and 65.			
64, best bright hand hammers, 3 1 0, a 21s	3 8 3		
65, " " sledge " 8 0 0, a 21s	8 8 0		
Casks, 8s. 6d., 4s. 6d., delivered free in Liverpool	0 13 0		
		12 9 3	
Tierce †79.			
36 pr. brass chamber candlesticks, 22438, ea. 4½, 8s.; 5, 8s. 6d. per doz	2 9 6		
6 single doz., tin candlesticks, ea. 5, 3s. 6d.; 5½, 3s. 9d	2 3 6		
		4 13 0	
6 pr. best iron head, square joints, fire irons, ea. 4, 2s. 6d.; 5, 2s. 9d.; 6, 3s.; 7, 3s. 3d	3 9 0		
50 per cent	1 14 6		
		1 14 6	
6 pr. iron head, square joint, fire irons, ea. 4, 2s. 6d.; 5, 2s. 9d.; 6, 3s	2 9 6		
12 pr. brass head, round joint, fire irons, ea. 5, 5s. 6d.; 6, 6s.; 7, 6s. 6d	10 16 7		
	13 5 6		
70 per cent	9 5 10		
		3 19 8	
Tierce, 9s.; carriage to Liverpool, 4 3 0, 1s. 6d., 7½		0 16 2	
		11 3 4	

RECAPITULATION.

Cask No. 1	6 19 9	
" 2	36 10 10	
" 3	37 10 9	
2 casks, 64 & 65	12 9 3	
Tierce †79	11 3 4	
	104 13 11	
Insurance to Liverpool ½ per cent	0 10 5	
	105 4 4	
Com. 3 pr. ct., on £12 9s. 3d., and 5 on £92 15 1	5 0 2	
Postages	0 1 0	
Due in cash this day.		110 5 6

SHEFFIELD, *August* 17, 1847.

Messrs. J. & S. Bones & Co.

Bought of Thomas Tillotson.

1 cask marked J S B & Co., †1. Consigned to Brown, Shipley & Co., Liverpool.

Table knives and forks, gro. 1, 3531, 30s.; 1, 55, 25s. 6d.; 1, 56, 26s. 6d; 1, 57, 33s; 1, 92, 27s; 1, 95, 30s		8	12	0	
" " " " 2, 3685, 28s. 6d.; 2, 3500, 16s.; 2, 01, 16s.; 2, 018, 20s		8	3	0	
Forward		16	15	0	
Amount brought forward		16	15	0	
Spring cutlery, doz., 2, 1625, 6s.; 2, '27, 6s. 9d.; 2, '31, 7s.; 2, '49, 8s. 6d.; 2, 2544; 7s. 6d.; 2, '37, 7s.; 2, '59, 8s		5	1	6	
Spring cutlery, doz. 2. 2040, 12s; 2, 1677, 8s. 9d.; 2, '81, 10s. 9d., 2, 2108, 13s. 12d.; 2, 10, 13s. 6d.; 1, 12, 15s.; 1, 40, 16s. 6d		7	7	6	
Spring cutlery, doz. 1, 2188, 21s.; 2, 1697, 11s. 6d.; 12, 1080, 3s. 9d; 12, 1181, 3s. 9d.; 3, 1137, 3s. 6d.; 3, '38, 3s. 6d.; 3, '45, 6s. 3, '42, 4s		9	5	0	
Spring cutlery, doz. 3, 1157. 7s. 6d.; 3, '61, 8s.; 3, 2504, 9s. 3d.; 3, 2725, 12s. 6d.; 3. '27, 12s., 3, 2697, 12s. 6d.; 2, 2700, 15s.		10	18	3	
Spring cutlery, doz 6 115, 1s. 7d.; 6, 121, 1s. 10d.; 6, 112, 1s. 6d; 2. 2353, 3s. 8d.; 2, '38, 3s 9d.; 2, '39, 3s. 9d.; 2, '41, 4s., 2, 55 4s		3	7	10	
Spring cutlery, doz. 2, 2148, 5s.; 2, '37, 5s. 6d.; 2, 2639, 11s. 3d.; 3, 2845, 12s.; 3, '55, 10s. 6d.; 3, '81, 19s. 6d.; 2, '83, 16s.; 2, 834 15s		11	11	6	
Spring cutlery, doz. 2, 2211, 18s.; 2, 2212, 21s.; 2, 451, 24s.; 24, 441, 1s 10d		8	10	0	
Shears, doz., 12, 3302, 1s 4d.; 12, '13, 1s 10d.; 12, '15, 3s. 3d.; 6, '19, 3s 6d.; 3, 3028, 7s. 6d.; 3, '30, 7s. 6d.; 3, '34, 7s. 9d.; 3, '16, 6s. 9d		9	6	6	
Razors in tin cases, doz., 1. 609, 4s 6d; 1. 611, 4s. 9., 1, 615 5s. 3d.; 1, 616, 4s. 3d.; 1, 626, 7s. 9d.; 1, 627, 6s. 3d.; 1, 629, 5s. 9d		1	18	6	
Razors in tin cases, doz., 1, 630, 8s. 3d.; 1, 631, 6s. 9d; 1, 632, 5s 9; 1, 639, 5s. 3d.; 1, 645, 13s. 3d; 1, 648, 7s. 3d.; 1, 693, 11s. 3d.; 1, 694, 11s. 3d		3	9	0	
		1	16	0	87 10 7
CS firmer chisels, assorted, 6 sets, a 1½d					
Plane irons, doz 1, 2, 8s.; 1, 2½, 8s. 6d.; 1, 2¼, 9s. 6d.; 1, 2⅜, 10s. 6d; 1, 2½, 11s. 6d		2	8	0	
Plane irons, assorted, 2 a 2½, 6 doz. a 9s. 6d		2	17	0	
Bright CS. socket chisels, in. 2, ½, 12s. 6d; 4, ¾, 14s.; 2, 1, 15s., 1, 1¼, 16s 6; 2, 1½, 18s 6.; ½, 1⅞, 22s.; ½, 2, 25s. 6d		9	1	9	
CS drawing knives, cu'd handles, doz. 2, 9, 23s. 6d.; 3, 10, 24s. 6d.; 2, 11, 26s., 1, 12, 29s		11	7	6	
		27	16	3	
Discount 42½ per cent		11	16	5	
					15 19 10
Straw co'd brace bits, sets, 4, 30, 12s. 4d.; 4, 36, 15s. 6d.; bits		5	13	8	
" " nose bits, assorted, 3, 16, 3s. 8d.; 6 doz. a 3d		1	0	0	
		6	13	8	
Discount 45 per cent		3	0	2	
					3 13 6
2 iron braces, fitted with bright bits, ea. 30, 13s.; 24, 11s. 6d., 36 bits, 14s. 6d		3	18	0	
					3 18 0

STATEMENT—*Continued.*

Best plate braces, straw col'd fits, 2, 30, 28s. 10d.; 2, 36, bits, 32s. 6d	6 2 8		
Ditto brass head, 1, 30, 31s. 10d.; 1, 36, braces, 35s. 6d	3 7 4		
	9 10 0		
Discount 52½ per cent	4 19 9		
		4	10 3
CS. hand saws, doz. 2, 26, 74s.; 1, 28, 80s	11 8 0		
" panel " " 2, " " " " "	11 8 0		
	22 16 0		
Discount 62½ per cent	14 5 0		
		8	11 0
½ doz. A. CS. hand saws, ea. 26 in., 74s.; 28, 80s	3 17 0		
½ " " " panel " ea. " " " " "	3 17 0		
1 " bright trimming, ea. 24, 24s.; 27, 26s.; 28, 30s., 30, 32s	5 13 0		
	13 7 0		
Discount 50 per cent	6 13 6		
		6	13 6
		130	16 8
Cask 20s.; carriage 20s.; inland postages 1s. 8d		2	1 8
		132	18 4

BIRMINGHAM, *September 4th*, 1847.

Recapitulation of hardware shipped on board the Martha, Rich, master, from Liverpool bound to Charleston, consigned to Messrs. J. & S. Bones & Co., being on their account and risk.

[J&SB.]			
Cask 574	578 Hinges	£39	13 7
581	Sundries	102	1 9
582	Do.	21	10 0
		163	5 4
	Commission 3 per cent. on £39 13 7	1	3 10
	5 on 123 11 9	6	3 7
		7	7 5
		170	12 9

VAN WART, SON & CO.

[J&SB.	Perkes' hook and eye hinges 10, 10 doz., 15, 12 doz., 22, 2 doz., 24,		
574	in. 2 doz	12 2 4	
575	" " " 10, 20 doz., 14, 6 doz.		
576	18, 6 doz	10 3 19	
577	" " " 12, 2 doz., 14, 9 doz.		
578	16, 10 doz	8 2 17	
	" " " 12, 18 doz., 20, 4 doz	9 0 26	
	" " " 13, 20 doz., 20, 2 doz	8 3 9	
	Cwt. 50 0 19 *a* 15s.		£37 12 7

STATEMENT—*Continued.*

	1 cask, &c., ea. 9s., 8s. 6, 2 do. 8s., 1 do. 7s. 6, carriage free....		2	1 0
			39	13 7
Cask 581	3 doz polished steel tweesers, 123 ea. 2, 2s. 6, 2¼. 2s. 6.....			15 0
	12 single roller flint and detached gun locks 4¼, 28s., 4¾, 31s.....		16	16 0
	8 " " " raised pan 31.....		12	18 0
	6 " skeleton pan, swivel and rover 41.....			12 6
	8 stamped percussion gun cocks, ass., 12s. gro.....			8 0
	2 pairs " " "			4 0
	6 single roller flint gun locks 4¼ *a* 4¾, 25s.....		7	10 0
	1 " " " " 4¾ *a* 5½, 26s.....		1	6 0
	10 skeleton form, steel freed, detached and hooked ass. 4¼ *a* 4¾, 51s.		25	10 0
	4 swivel percussion gun locks, with steel seers and tumblers ass. 4¼ *a* 4¾ in., 29s.....		5	16 0
	4 detached " " " " " 32s.		6	8 0
	6 extra ass. eng. and 2 for bridles " " " 20s.		6	0 0
	12 pr. iron swivel gun locks, for double guns, 4s.....		2	8 0
			97	15 0
	Amount brought forward.....		97	15 0
	12 pr. steel freed gun locks, steel screws and tumblers, 6s.....		3	12 0
			101	7 0
	Cask 5s., carriage 5s. 9.....			14 9
			102	1 9
†582	6 doz. iron screw pullies 2 in., 3s 4.....		1	0 0
	70 per cent.....			14 0
				6 0
	1 gro. screw hooks ea. 287, 12s., 287, 14s., 289, 16s.....		2	2 0
	47½ per cent.....		1	0 0
			1	2 0
	12 sets brass cased weights 1 lb. down to 1-16.....			18 0
	12 doz. 5 in. 15s. 3, 2 bolt Jap. pad locks, No. 60, with lac. fur..		9	3 0
	6 doz. 6 in. 16s. 3.....		5	0 6
	12 doz. 16 link polished halter chains, 2 rings, sliding ring, &c., No. 6 *a* 6s.....		3	12 0
			18	13 6
	Cask 15s. 6, carriage 13s.....		1	8 6
			21	10 0

SHEFFIELD, *4th Sept.*, 1847.

Messrs. J. & S. Bones,

Bot. of W. & S. Butcher.

J&SB. Invoice of 2 casks consigned to Messrs. Brown, Shipley & Co.

A

114, 2 doz. spring knives, 5880, 11s. 6, '82, 11s. 6, 4334, 10s. 6, '41, 14s.....		£4	15 0	
12	" " 5715, *a* 4s. 9.....	2	17 0	
2	" " 80, 12s., 81, 18s., 82, 24s. stag cast'rs.	5	8 0	
1	" " 83, 15s., 84, 18s., 85, 24s.....	2	17 0	
4	" scissors 8474, 4s. 6.....		18 0	
				£16 15 0

STATEMENT—*Continued.*

		Commission 7½ on ditto				1	5 0
12	doz.	razors in cases, 1400, 4s. 6		2	14 0		
6	"	" 1403, 5s. 6, 21R 11s 6, '08 7s 3		7	5 6		
2	"	" 1442, 13s., '62, 16s., '87, 21s		5	0 0		
		No commission on do.				14	18 6
6	doz.	spring knvs. 4000, 3s. 9, '01, 3s. 9		2	5 0		
4	"	" 4008, 4s. 9, '39, 8s. 3, '41, 8s. 3, '42, 8s. 3		5	18 0		
4	"	" 4043, 11s. 6, '49, 4s 4, '52, 13s. '57, 13s. '64, 13s		12	18 0		
4	"	" 4342, 15s., 5722, 4s 9, 5865, 7s. 6, '80, 11s. 6, '82, 11s. 6		10	1 0		
4	"	" 4330, 10s. 3, 1785, 12s. 6		4	11 0		
4½	"	" 4331, 10s. 3		2	6 1½		
6	"	" 4351, 17s., 1759, 8s., '86, 10s		10	10 0		
		Forward		48	9 1½	32	19 6
		Amount brot. forward		48	9 1½	32	19 6
6	doz.	spring knives, 1757, 7s. 9; '82, 9s; '83, 9s		7	14 6		
						56	3 7½
		Commission 7½ per cent. on ditto				4	4 3½
12	sets	C. S. firmer chissels, assd., 1¼, 6s		3	12 0		
6	"	" " " " 2, 8s		2	8 0		
2	doz.	plane irons, 2, 8s.; 2¼, 8s. 6; 2½, 9s. 6; 2¾, 11s. 6; 2½, 11s. 6		4	16 0		
2	"	" cut, 2, 8s 6; 2¼, 9s.; 2½, 10s; 2¾, 11s.; 2½, 12s.		5	1 0		
1	"	" double, 2¼, 18s.; 2¾, 19s.; 2½, 21s.; 2¾, 22s		4	0 0		
				19	17 0		
		37½ per cent.		7	8 10		
						12	8 2
		Commission 4 per cent. on ditto				0	9 4
6	doz.	gs. flat bastard files, 12, 13s. 6		4	1 0		
6	"	horse rasps, 14, 21s. 6		6	9 0		
24	"	C. S. handsaw taper, 4, 3s. 4		4	0 0		
48	"	" " 4½, 3s. 8		8	16 0		
				23	6 0		
		37 per cent.		8	14 9		
						14	11 3
		Commission 4 per cent. on ditto				0	11 8
		Cask, 20s. 6; carriage to Liverpool, 13s. 6				1	14 0
						£123	1 10
115,	¼	doz. Ashe. pat. curriers knives, ¼, 72s		0	18 0		
		25 per cent.		0	4 6		
						0	13 6
8	doz.	G. S. drawing knives, 8, 15s.; 11, 17s. 6		13	0 0		
12	"	" " " 9, 15s.; 10, 16s. 6		19	7 0		
				£32	7 0		
		50 per cent.		16	3 6		
						16	3 6
		Commission 5 per cent. on ditto				0	16 2
		Cask, 16s.; carriage to Liverpool, 19s				1	15 0
						19	8 2
						£142	10 0

SHEFFIELD, *August 27th*, 1847.

Messrs. J. & S. Bones & Co.,

Bot. of M. & H. Armitage & Co.

15 anvils as under, in one cask, marked J. & S B. & Co , No. 1, forwarded the same to the care of Brown, Shipley & Co , Liverpool.

J&SB&Co. †1	15 anvils.		
	0 3 24	1 1 9	1 1 19	1 2 18	
	1 0 11	1 1 13	1 1 21	1 3 15	
	1 0 16	1 1 13	1 1 27	1 3 19	
	1 0 16	1 1 13	1 2 5		
	Cwt., 21 0 15 *a* 33s.....				34 17 5
	1 cask and packing, extra large.....				0 18 0
					£35 15 5

BIRMINGHAM, *7th August*, 1847.

Messrs. J. & S. Bones & Co.,

Bot. of Wm. Hunt & Sons.

	Mark, [JSB & Co.]		
	Brades' patent Carolina hoes, as under:		
No. 1	1 cask, No. 0, 35 doz. *a* 19s.....	33 5 0	
2	1 " " 1, 30 " 20s.....	30 0 0	
3	1 " " 2, 30 " 21s.....	31 10 0	
		94 15 0	
	20 per cent.....	18 19 0	
			75 16 0
	Brades' strong crown Carolina hoes, as under:		
4	1 cask No, 2, 25 doz., 19s.....	23 15 0	
5	1 " " 1, 30 " 17s.....	25 10 0	
6	1 " " 00, 40 " 14s.....	28 0 0	
7	1 " No. 0, 20 15s.....	15 0 0	
	" 000, 25 13s.....	16 5 0	
		108 10 0	
	30 per cent.....	32 11 0	
			75 19 0
	Brades' bright back C. S. crown Car'a hoes, as under:		
8	1 cask, No. 1, 30, 17s.....	25 10 0	
	00, 5, 14s.....	3 10 0	
9	1 cask, 00, 45, "	31 10 0	
10	" 0, 40, 15s.....	30 0 0	
		90 10 0	
	10 per cent.....	9 1 0	
			81 9 0
			£233 4 0
	Brades' light steel crown Carolina hoes, as under:		
11	1 cask, No. 00, 50 doz. *a* 10s.....	25 0 0	
	30 per cent.....	7 10 0	
			17 10 0
			£250 14 0

STATEMENT—*Continued.*

	Amount brought forward		£250 14 0
	Brades light iron Carolina hoes, as under:		
12	1 cask, No. 00, 50 doz., a 5s. 6d		13 15 0
	Cask a 7s. 9d.; 1 a, 8s.; 8s. 3d.; 2 a, 8s. 6d., 3 a, 9s.; 3 a, 9s 6d		5 4 3
	Freight to Liverpool, 116 cwt. 1 21 a 1s		5 16 5
			£275 9 8

P. Crowley & Co., d'ld. to Messrs. Brown, Shipley & Co., Liverpool.

I certify the annexed invoices to be true copies of the original on file in this office.

Collector's office, Charleston, South Carolina, 1st June, 1848.

THOS. D. JERVEY,
D'y collector.

BUSH MILL IRON WORKS, *4th August*, 1847.

Mr. John Bones,

Bought of John Groyund.

To 4 doz. crown laboring spades, 30s	6 0 0	
1 " grapes " "	1 4 0	
Pack sheets, &c	0 5 0	
		£7 9 0
Freight and cartage to Liverpool paid.		

BIRMINGHAM, *Sept.* 4, 1847.

Recapitulation of hardware shipped on board the Martha, Rich, master, from Liverpool, consigned to John Bones, esq., merchant, Augusta, being on his account and risk.

JB			
Cask			
154 155	Hollow ware	£9 14 11	
155 a	Irons	9 1 0	
217 a 220	Shoes	19 6 9	
Bag 212	Rivets	0 9 10	
12 anv's	Anvils	16 15 9	
Cask 221	Sundries	59 11 5	
		114 19 8	
	Comm. 3 pr. ct. on £36 1 6	5 0 7	
	" 5 pr. ct. on 78 18 2		
		£120 0 3	
	E. E.—VAV WART, SON & CO.		
Cask 154	6 pat. metal tinned saucepans and covers, ea. 2, 1s. 4d.; 3, 1s. 7d.; 4, 1s. 11d.; 5, 2s. 2d.; 6, 2s. 8d	2 18 0	

STATEMENT—*Continued.*

	3 pat. metal tinned fall handle tea kettles, ea. 1, 3s 6d., 2, 4s.; 3, 4s. 9d.; 4, 5s. 9d.....		2 14 0	
	9 untinned pat. metal tea kettles, ea. 1, 2s. 5d.; 2, 3s.....		2 8 9	
	6 untinned pat. metal, ea. 3, 3s. 6d.; 4, 4s.....		2 5 0	
			£10 5 9	
155	Contains the same quantity, &c., as cask 154.....		10 5 9	
			20 11 6	
	57½ per cent.....		11 16 7	
				8 14 11
	2 casks, &c., ea. 10s., carriage free.....			1 0 0
				9 14 11
155 A.	12 pr. double waffle irons, extra large, 9 in. long, 5s.....		3 0 0	
	24 double waffle irons, extra large, 8 in. long, 3s..		3 12 0	
	12 thin wafer waffle, ea. 1, 1s. 8d.; 2, 1s. 11d.....		2 3 0	
				8 15 0
	Cask 6s.; carriage free.....			0 6 0
				9 1 0
217	500 lbs. horse shoes, same size as patterns.			
218	500 lbs horse shoes, 1 size smaller,			
219	500 lbs. horse shoes, 1 size larger,	17 3 12, a 19s...	16 19 3	
220	500 lbs. horse shoes, 2 sizes larger,			
	4 casks, &c., 6s. ea.; carriage, 23s. 6d.....		2 7 6	
				19 6 9
Bag 212	50 lbs. 7-8 in. rivets, to order, 1 22 22s. pr. cwt...			0 9 10
	Bag and carriage free.			
JB	12 anvils.			
	Joshua Wilkinson's best warranted anvils, viz:			
	0 3 22, 1 0 19, 1 0 20,			
	1 0 21, 0 3 16, 1 0 9,			
	1 0 22, 1 1 2, 1 1 0, cwt.			
	1 0 18, 1 0 23, 1 1 4, 13 3 8, 24s.....			16 11 9
	Faces covering 4s.; ft. free.....			0 4 0
				16 15 9
Cask 221	1 gro. James's blued wood screws, 1¾ in., 12, 2s. 4d.....		0 2 4	
	1 gro. James's japan'd wood screws, 2 in., 12, 2s. 8d.....		0 2 8	
	1 gro. James's blued wood screws, 2½ in., 12, 3s. 4d.....		0 3 4	
	1 gro. James's japan'd wood screws, 2¾ in., 12, 3s. 8d.....		0 3 8	
			0 12 0	
	55 per cent.....		0 6 7	
				0 5 5
				0 5 5

STATEMENT—*Continued.*

Cask 221 cont'd.	Amount brought forward.....			0 5 5
	2 doz. "Salters" pocket steelyards, 8s., 25 lbs..	0 16 0		
	3 do 8 in., 5s., traps with teeth.....	0 15 0		
	1 do garden hoes with plough on back, 4½ in.	0 13 6		
		£2 4 6		
	50 per cent.....	1 2 3		
				1 2 3
	3 bell cranks, ea., end, 3s.3, and side, 3s.3, 17832.....	0 19 6		
	1 do do do 17837, 9s.; 17840, 5s 9; 17841, 10s.....	1 4 9		
	1 do do do 17842..	0 7 0		
	6 do side do 17832, 3s.3.....	0 19 6		
	3 do end do do	0 9 9		
	1 do cranks, 17843, 8s.6; 44, 11s.6; ea. right and left.....	2 0 0		
	2 do carriages, 5775, 9s.6.....	0 19 0		
	1 do rollers and chains, 17836.....	0 8 6		
	1 do brass lamp hooks, 3817, 9s.; 3818, 11s..	1 0 0		
	1 do portable desk handles, 31.....	0 6 3		
	2 do prs. hinges, 1008, 4s.6.....	0 9 0		
	½ doz. reverse cranks, 17834, ea., right, 16s.; and left, 16s.....	0 16 0		
		£9 19 3		
	47½ per cent.....	4 17 7		
				5 4 8
	¼ doz. cutting knippers, Wyms A, 1195, 20s..	0 5 0		
	35 per cent.....	0 1 9		
				0 3 3
	1 doz. Young's pat. stock locks, 7, 2s.3; ,8 2s.5; 9, 2s.8.....	4 8 0		
	27½ per cent.....	1 4 2		
				3 3 10
	¼ doz. cutting plyers, "Wyms," 868 black, 69s.; 8 in.....	0 17 3		
	30 per cent.....	0 5 2		
				0 12 1
	1 m. superfine Limerick hooks, same sizes as flat Kirby, ea., 3, 4, 5, and 6, which are the same sizes as those Nos. 3, 4, 5, 6, Limerick	4 0 0		
	1 m. best blue steel Kirby fish hooks, ea., 3, 4, 5, 6, R. H. & Sons, 7475, 10s.6; '76, 9s.; '77, 8s.; rings.....	1 7 6		
	100, R. H. & Sons, superfine fish hooks, with gut loops attached, ea., 4-0, 30s.; 3-0, 26s.; 2-0, 26s.; 0, 16s.; 1, 14s.; gross.....	3 17 9		
	200, R. H. & Sons, do. ea., 2, 14s.; 3, 14s.; 4, 14s.; 5, 14s.; 6, 14s.; gross.....	4 17 2		
		14 2 5		
	27½ per cent.....	3 17 7		
				10 4 10
				£20 16 4

STATEMENT—*Continued.*

	Amount brought forward.....						20 16 4
	½ gross 1½, 1s.; 2 in., 1s.9; japan'd pew door buttons.....			0	1	4	
	20 per cent.....			0	0	3	
							0 1 1
	1 doz. strong rakes, ea., 12, 15s.; 14, 17s.6; teeth			1	12	6	
	1 do pocket cork screws, 1229, 2½ in. long....			0	6	0	
	1 do do do 1230, 3 do			0	8	0	
	1 gross B. M. table spoons, 5952, 20s.9; 154, 24s.3; 0550, 30s.6.....			3	15	6	
	2 doz. triangle bed keys, 1 prong, ⅜, 1s.2; ⅝, 1s.2; ⅞, 3s.4.....			0	14	0	
	1 chest locks, ea., 1015, 4 in., 4s.; 1014, 3½, 10s.; 1012, 2½, 7s.9; 1013, 2½, 10s.; 12, 2½, 7s.9; 13, 2½, 10s.....			2	17	6	
	6 doz. S. shutter fasteners, each to drive and screw, 2s.9.....			1	11	6	
	3 do 5, 21s.9; 6 in., 23s.3, Tilder's rim locks, 387, best furniture.....			6	15	0	
	1 do 6 in. ea. right and left hand carpenters' patent staples.....			0	10	0	
	6 gross, 6½ in., 8s.3, sq. welded head sharp thread bed screws, 7, 16s.; and ⅝ nutts.....			2	9	6	
	2 doz. com. fence flint gun locks, 4½, 20s., 5 in..			2	0	0	
	2 do do single roller, 25s.....			2	10	0	
	2 do do do do 28s.....			2	16	0	
	2 do skeleton pan, swivel and roller detached, 41s.....			4	2	0	
	2 do do do and blued, 4 *a* 4¾, 44s.			4	8	0	
							36 15 6
	Cask, &c., 21s.; carriage, 17s.6.....						1 18 6
							£59 11 5

SHEFFIELD, *Sept. 6th*, 1847.

Mr. John Bones, bought of Naylor, Vickers & Co.

[JB] case † 29.	Cast steel, Naylor & Co., ¾ square.....3 0 17						
	Do do do ⅞ do 3 0 13						
				6	1	2 *a* 65s..	20 7 5
Case 30	Do do do 1 do 2 3 2						
	Do do do 1¼ do 3 0 0						
				5	3	2 *a* 65s..	18 14 11
Case 31	Do do do 1½ do 3 1 18						
	Do do do 1¾ do 3 0 26						
				6	2	16 *a* 65s..	21 11 9
Case 31	Do do po 1⅛ do .....2 0 6 do ..						6 13 6
	Forward.....						£67 7 7

STATEMENT—*Continued.*

[JB.]	Amount brought forward.....			£67 7 7
Case 32	Cast steel Naylor & Co., machinery ⅜ round...	2 1 4		
Cont'd.	2 bars " " " ¾ square...	0 0 25		
	2 bars " " " 1 " ...	0 1 27		
	Cast " " " 1¼ ...	0 2 0		
		3 2 0	@ 45s.	7 17 6
Bundle.	33 w'td German steel, Naylor & Co 1 × ¼...	1 0 18		
"	34 " " " 1¼ × ⅜...	1 1 3		
"	35 " " " 1½ × ⅜...	1 1 21		
"	36 " " " 1½ × ½...	1 0 24		
		5 0 10	@ 39s.	9 18 6
"	37 German steel, Marshal.....1¼ × ⅜...	1 0 0		
"	38 " " .....1½ × ⅜...	1 0 0		
"	39 " " .....1½ × ½...	1 0 0		
"	40 (L)	3 0 0	@ 29s.	4 7 0
	" blistered steel, Naylor & Co. 2 × ¼...	1 0 11		
"	43 " " " " 2¼ × ⅜...	1 0 0		
"	44 " " " " 3 × ½...	1 0 24		
		3 1 7	@ 47s.	7 15 8
"	41 (M) blistered steel, Marshal.....2 × ¼...	1 0 5		
"	42 " " " " 2½ × ½...	1 0 16		
		2 0 21	@ 30s.	3 5 8
				100 11 11
	Discount 10 per cent.....			10 1 2
				90 10 9
	4 cases, 6s. 6; carriage, to Liverpool 37 3 8 1-6, 56s. 9.....			4 2 9
				94 13 6

M&D.	15	1 bale.....	24 8
	52	1 cask.....	30 0
	53	1 "	25 10
	54	1 case.....	7 10
[M&D.	55	1 cask.....	31 8
K	462	"	19 10
	463	"	2 6
	464	"	2 6
	479	"	26 9
	480	"	23 11
	481	"	7 8
	482	"	7 8
	483	"	8 0
	484	"	7 3
	486	"	26 11
	485	case.....	6 1
		259.1 @ 2s.....	£6 9 6
	17 anvils, wg. 1600 @ 17s. 6.....		14 0

Shipped in good order and condition by Brown, Shipley & Co., of Liverpool, in and upon the good ship or vessel called the Martha, whereof Rich is master for this present voyage, now lying in the port of Liverpool, and bound for Charleston, one bale, thirteen casks, two cases hardware, and seventeen anvils, being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid port of Charleston, (all and every the dangers and accidents of the seas and navigation of whatsoever nature and kind excepted,) unto Messrs. James

7 3 6 Adger & Co., on acct.
7 2 [of] Messrs. Moore &
7 10 8 Davis, or to their assigns; he or they paying freight for the said goods at the rate of twenty shillings British sterling per ton of forty cubic feet for hardware, with five per cent. primage and average accustomed, payable at the rate of $4 80 per pound sterling. In witness whereof the master or purser of the said ship or vessel hath affirmed to three bills of lading, all of this tenor and date; one of which being accomplished the rest to stand void.

Dated in Liverpool, this 7th September, 1847.

Weight and contents unknown. R. RICH.

The STATE OF SOUTH CAROLINA, *City of Charleston.*

We, the undersigned, Francis J. Betts and Matthew Ogilvie, dealers in hardware and ironmongery, and residents of the city of Charleston aforesaid, do hereby certify and make known, unto all whom it may concern, that at the request of Messrs. James Adger & Co., agents for Moore & Davis, we did on repair to their store and the appraiser's office, in the said city of Charleston, and then and there did carefully examine and survey the articles of merchandise mentioned in, and described in, the specification on the other side written, which were shown to us as having been landed from the ship Martha of Boston, Richard Rich, master, on her late arrival at this port from Liverpool; that we found all of the said articles of merchandise to be more or less damaged by salt dampness, which damage we estimated at the various rates mentioned on the other side opposite the contents of each package respectively, and we concurred in recommending an early sale thereof, at public auction, for account of whom it may concern; and we do further certify, that if the said articles of merchandise had been landed in a sound and merchantable state, they would be worth in this market at the present time, for cash, one hundred per cent advance on the nett sterling cost, equal in the aggregate to one thousand and forty-nine dollars.

Witness our hands at Charleston aforesaid, the tenth day of January, in the year 1848.

F. J. BETTS,
M. OGILVIE.

Be it known, that on the tenth day of January, in the year of our Lord one thousand eight hundred and forty-eight, before me, William B. Heriot, a notary public, duly commissioned and sworn under the authority of the said State, and dwelling and practising in the city of Charleston aforesaid, personally came Francis J. Betts and Matthew Ogilvy, above named, who being duly sworn according to law did severally declare and say, that the facts set forth in the foregoing certificate, signed by them, are all strictly true.

In testimony whereof I have hereunto set my hand and notarial seal at Charleston aforesaid, the day and year last mentioned.

[SEAL.] WILLIAM B. HERIOT, *Notary public.*

1887.

Specification of the goods within mentioned and surveyed, damaged on board ship Martha, on her voyage from Liverpool to Charleston, consigned to J. Adger & Co., for Moore & Davis, Augusta, Georgia.

Marks, Nos., and d'script'n of packages.	Goods damaged.	Nett invoice cost.	Total.	Esti'ated rate of damage.
M&D †52 part of cask.	8 doz. table k'vs & f'ks, 273 P, a 2s.6d	£1 0 0		
	12 " " " " 272 P, 2s. 4..	1 8 0		
	16 " " " " 270, 2s. 0½...	1 12 8		
	16 " " " " 270 P, 2s. 2½..	1 15 4		
	36 " " " " 206, 1s. 10...	3 6 0		
	6 " " " " 203, 1s. 9....	0 10 6		
	12 " " " " 232, 1s. 9....	1 1 0		
	12 " " " " 233, 1s. 10...	1 2 0		
	6 " " " " 235, 1s. 10...	0 11 0		
	6 " " " " 236, 1s. 11...	0 11 6		
	24 " " " " 240 P, 2s. 4..	2 16 0		
	6 " " " " 603, 2s. 10...	0 17 0		
	3 doz. cast steel hand saw files, 1s. 3d.	0 3 9		
	1 " pocket knives, 3058, 9s. 6.....	0 9 6		
	3 " " " 1515, 3s. 4.....	0 10 0		
			17 14 3	33⅓ p. ct.
M&D †53 part of cask.	¼ doz. No. 1 adzes, (foot) 15s.....	0 3 9		
	1½ " " 2 " " 21s.....	1 6 3		
	2 " 4 in. flat bastard files, 2s. 4...	0 4 8		
	2 " 3 in. " " " 2s. 4...	0 4 8		
	1 " 8 in. ½ round, b'std " 5s. 4...	0 5 4		
	2 " 6 in. " " " 3s. 8...	0 7 4		
	6 " 3½ in. taper saws, 2s. 2.....	0 13 0		
	6 " 4 in. " " 2s. 4.....	0 14 0		
	2 " Lindley's sheep shears, †10 B, 9s. 1d.....	0 18 2		
	2½ " Lindley's sheep shears, †10 BP 12s. 5d.....	1 11 0		
	1½ " Wilkinsone shears, †101, 15s.3.	1 2 10		
	4 " Marshal & Shelham's cast steel hand saws 35s. 2d.....	7 0 8		
	½ " Canis ⅜ mortice chisels, 9s. 9d.	0 4 11		
	2 " Bishop's ½ in. " German steel, 6s. 9.....	0 13 6		
	4½ doz. ¾ in. Bishop's mortice chisels, German steel, 10s. 3d.....	2 6 1		
	1 doz. 1 in. Bishop's mortice chisels, German steel, 16s.6d	0 16 6		
			18 12 8	33⅓ p. ct.
	Amount brought forward.....	.....	£36 6 11	
			£36 6 11	
[M&D] 480 V part of cask.	5 doz. Van Warts 4 in. c't butts, 1s.11.	0 9 7		
	6 " " 3½, " " 1s. 7..	0 9 6		
	5 " " 3 " " 1s. 2.	0 5 10		
	6 " " 2½ " " 10d..	0 5 0		
	6 " " 1½ " " 5d..	0 2 6		
	6 " " 2 " " 7d..	0 3 6		
	½ doz. V. Warts 6 in. fine pl'elks, 13s.	0 6 6		

STATEMENT—*Continued.*

Marks, Nos., and descrip'n of packages.	Goods damaged.	Nett invoice cost.	Total.	Esti'ated rate of damage.
	4 gross tin'd iron table spoons, 5s. 3d.	1 1 0		
	1 " " " " " †26, 9s. 5.	0 9 5		
	3½ " 6 in. weld'd head bed sc'ws, 8s.6	1 9 9		
	1 " 7½ " " " 9s. 6.	0 9 6		
	1 " 8 " " " 10s..	0 10 0		
	12 " 3½, japan'd surplice pins, 3d...	0 2 3		
	6 " japan'd patent cloak hooks, 5d.	0 2 6		
	1 " Winn's cutting plyers, †868, 18s. 3d.....	0 18 3		
	½ " Winn's cutting nippers, †869, 6 in., 25s. 3d.....	0 12 8		
	1 doz. rack compasses, Winn's, †872, 23s. 10d.....	1 3 10		
	5 doz. 2½ in. spring and tumbler pad locks, †5, 4s.....	1 0 0		
	6 doz. 2¾ in. spring and tumbler pad locks, †5, 4s. 6d.....	1 7 0		
	6 doz. 3 in. spring and tumbler pad locks, †5, 5s.....	1 10 0		
	12 pair kitchen fire irons, †4, 2s. 1d..	1 5 0		
	21 " brass head, †4, 1s. 9d.....	1 16 9		
	18 " " " †5, 2s.....	1 16 0		
	15 " " " †2576, 2s. 9d.....	2 1 3		
	18 " " " †2575, 2s. 6d.....	2 5 0		
			22 2 7	33⅓ p. ct.
[M&D] †463 V 1 cask	1 cask horse shoe nails, 200 lbs., a 6d.		5 0 0	80 p. ct.
M&D †54 1 case	6 Groves' c'ss cut s's, 6½ ft., a 14s.4, ea.	4 6 0		
	6 " " " " 7 15s. 5....	4 12 6		
	5 " " pitt 6½ 14s. 4....	4 6 0		
	6 " " " 7 15s. 5....	4 12 6		
			17 17 0	80 p. ct.
M&D †55 part of cask.	2¾ doz. Parker's G. S. hand and pannel saws, 26×6½, a 13s.....	1 15 9		
	¼ Armitage G. S. hand saws, 19s. 3.	0 4 10		
	¼ Grove's C. S. pannel, 26 in. 40s.9.	0 10 2		
	¼ doz. " " mahog'y handles, 26 in. 46s. 3d.....	0 11 7		
	Carried forward.....	£3 2 4	81 6 6	
	Amount brot. forward.....	3 2 4	81 6 6	
M & D †55	3 doz. Williamson's hand and pannel saws, 26 in., a 17s.....	2 11 0		
	½ doz. Groves & Son's tenat saws, 14 in., 35s. 3.....	0 17 8		
	¼ " " German steel, 14 in., 15s.5.	0 3 10		
	¼ " " table kn'vs and f'ks, †373 P, 2s. 6.....	0 10 0		
	16 " " " " 274, PHH, 3s.2.	2 10 8		
	3 " " pocket " 1987, 6s.....	0 18 0		
	2 " " " " 2005, 7s. 3.....	0 14 6		

2888.

STATEMENT—*Continued.*

Marks, Nos., and descrip'n of packages.	Goods damaged.	Nett invoice cost.	Total.	Esti'ated rate of damage.
	3 do. Groves' pkt. knvs & fks., 2248, 9s. 3	1 7 9		
	1½ " " " " 2621, 12s.....	0 18 0		
[M & D] 485			13 13 9	50 p. ct.
V	9 dbl. guns, †4144, D., 40s.....	18 0 0		
Part of case.	2 " " 4145, D., 50s.....	5 0 0		
			23 0 0	75 p. ct.
	Total nett sterling cost.....		£118 0 3	
	Add 100 per cent. advance.....		118 0 3	
	Cash value in Charleston, if sound.....		£236 0 6	
	Equal at the par of exchange to.....		$1,049 00	

Ship Martha of Boston, Richard Rich, master,
To James Adger & Co., agents for Moore and Davis. Dr.

For loss on sundry packages of merchandise, damaged on board of said ship, on her late voyage from Liverpool to Charleston, by the drainings of salt, stowed over them in the between decks, viz:

Cash value in Charleston, if sound, of said goods, as per certificate of F. J. Betts and M. Ogilvy, herewith -	$1,049 00
But being damaged, said goods were sold at auction for account of whom it may concern, as per acct. of sales of Dick & Crews - - - - - -	648 25
Amount of loss - -	$400 75
Deduct abatement of duties allowed at custom-house -	170 68
Amt. of claim - -	230 07

Charleston, S. C., 9th May, 1848.
Adjusted by R. HERIOT & SON,
Ins. brokers.

[JB] †29 case.
†30 "
†31 "
†32 "
†33 *a* 44, " 12 bdls.
Weigh'g 95 cwt. *a* 17s. 6, £4 3 1
0 4 2
£4 7 3

Not accountable for rust, bundle 105. 1 bar broken.

Shipped in good order and condition by Brown, Shipley & Co., of Liverpool, in and upon the good ship or vessel called the Martha, whereof Rich is master for this present voyage, now lying in the port of Liverpool, and bound for Charleston, four cases, twelve bundles steel, being marked and numbered as in the margin, and are to be delivered in the like good order and

condition, at the aforesaid port of Charleston, (all and every the dangers and accidents of the seas and navigation of whatsoever nature and kind excepted,) unto Messrs. Jas. Adger & Co., acct. Mr. John Bones, or to their assigns, he or they paying freight for the said goods at the rate of seventeen shillings and 6d. British sterling per ton of twenty cwt. for steel, &c., with five per cent. primage and average accustomed, payable at the rate of 4 dollars 80 cents per pound sterling. In witness whereof the master or purser of the said ship or vessel hath affirmed to three bills of lading, all of this tenor and date, one of which being accomplished, the rest to stand void. Dated at Liverpool, this 10th day of September, 1847. Weight and contents unknown.

R. RICH.

B. †155, a cask,	24.4				
†217, "	8.8				
†218, "	6.8				
†219, "	8.0				
†220, "	8.0				
†221, "	27.8				
	83.4 *a* 20s.....	£2	1	8	
†184,	28.4				
†185,	29.4				
	57.8 *a* 15s.....	1	1	5	
27 cnvils and 1 bag rivets, wg. 28 cwt.					
a 17s. 6.....		1	4	6	
Addressed John Bones, 10 bdls., 1s..		0	10	0	
		4	17	7	
		0	4	10	
		£5	2	5	

Shipped in good order and condition, by Brown, Shipley & Co., of Liverpool, in and upon the good ship or vessel called the Martha, whereof Rich is master for this present voyage, now lying in the port of Liverpool, and bound for Charleston, six casks of hardware, two casks hollow ware, and twenty-seven anvils, one bag rivets, ten bundles spades, being marked and numbered as in the margin, and are to be delivered in like good order and condition at the aforesaid port of Charleston, (all and every the dangers and accidents of the seas and navigation of whatsoever nature and kind excepted,) unto Messrs. James Adger & Co., acct. Mr. John Bones, or *the* their assigns, he or they paying freight for the said goods at the rate of twenty shillings, British sterling, per ton of twenty hundred for hardware, with five per cent. primage and average accustomed, payable at the rate of 4 dollars 80 cents per pound sterling. In witness whereof the master or purser of the said ship or vessel hath affirmed to three bills of lading, all of this tenor and date; one of which being accomplished, the rest to stand void. Dated at Liverpool, this 7th day of september, 1847.

Weight and contents unknown.

R. RICH.

Memorandum of the sterling value of various articles of hardware, damaged on board the ship Martha, from Liverpool to Charleston, South Carolina, consigned to Messrs. James Adger & Co., on account of John Bones, Augusta. Surveyed 26th Nov., 1847.

Marks and numbers.		Invoice cost.	Discount as per invoice.	Amount with discount off.	Sterling cost.
JB Cask 221	3 doz. brass bell cranks, 17832 *a* 3s.3	0 9 9	47½ p. ct.	0 5 1½	
	1 doz. brass bell cranks, ea., 17842, 40, 5s.9	0 12 9	do	0 6 8½	
	1 doz. brass bell cranks, ea., 17843, 41s.10	0 18 6	do	0 9 8½	
	3 doz. brass side bell cranks, 17832, 3s.3	0 9 9	do	0 5 1½	
	1 doz. brass bell hooks, 3817, 9s.	0 9 0	do	0 4 8½	
	1 doz. rollers and chain, 17836, 8s.6	0 8 6	do	0 4 5½	
	½ doz. pocket steelyards, wg. 25 lbs., 8s.	0 4 0	50 p. ct.	0 2 0	
	¼ doz. Winn's cutting nippers, A 1195, 20s.	0 5 0	35 p. ct.	0 3 3	
	¼ gross Brit. table spoons, 0550, 30s.6	0 7 7½	Nett	0 7 7½	
	¼ gross Brit. table spoons, ea., 50754, 24s.3; 954, 20s.9	0 11 3	do	0 11 3	
	1 doz. 6 in. patent staples, No. 6 *a* 10s.	0 10 0	do	0 10 0	
	2 doz. Tilderley's rim locks, 6 in., 387, 23s.3	2 6 6	do	2 6 6	
	½ doz. Tilderley's rim locks, 5 in. 21s.9	0 10 10½	do	0 10 10½	
	1 gross 6 in. welded head bed-screws, 8s.3	0 8 3	do	0 8 3	
	4 Young's pat. stock locks, 7 in. 2s.3	0 9 0	27½ p. ct.	0 6 6¼	
	2 do do do 8 in. 2s.5	0 4 10	do	0 3 6	
					7 5 7¼
	15 Coley's anvils, 15 c. 3 q. 11 lbs., 26s.	20 12 1	Nett.		
	12 Wilkinson's do 13 3 8, 24s.	16 11 9	do		
					37 3 10
Cask 155 A.	12 pair double waffle irons, extra size, 9 in., 5s	3 0 0	do		
	24 do do do 8 in., 3s.	3 12 0	do		
	12 do thin wafer irons, ea., No. 1, 1s.8, and 2, 1s.11	2 3 0	do		
					8 15 0
33,34,35, 36.	4 bdles. German steel, 5 0 10, 39s.	9 18 6	10 p. ct.	8 18 7½	
37,38,39.	3 do do do 3 0 0, 29s.	4 7 0	do	3 18 3½	
					12 16 11¼
Case † 30	Cast steel, 5 3 2, 65s	18 14 11	do	16 17 5	16 17 5
32	Do do 3 2 0, 45s	7 17 6	do	7 1 9	7 1 9
	5 doz. Irish spades				7 4 0
	Sterling cost				£97 4 7

Recapitulation of the nett sterling cost of the articles mentioned in the foregoing memorandum, and statement of cash value in Charleston if sound, and rate and amount of damage.

	Nett sterling cost.	Cash value here if sound.	Rate of damage.	Amount of damage.
Amount of loss per statement.....$203 54	7 5 7	14 11 2	40 p. ct.	5 16 6
Deduct for return duties..... 44 99	37 3 10	74 7 8	10 p. ct.	7 8 9
	8 15 0	17 10 0	10 p. ct.	1 15 0
Am't of John Bones' claim against	12 16 11	25 13 10	60 p. ct.	15 8 4
the ship Martha.....$158 55	16 17 6	33 15 0	20 p. ct.	6 15 0
	7 1 9	14 3 6	10 p. ct.	1 8 4
	7 4 0	14 8 0	50 p. ct.	7 4 0
	£97 4 7			£45 15 11

Equal at the bar of exchange to $203 54.

STATE OF SOUTH CAROLINA,
City of Charleston.

We, the undersigned, Francis J. Betts and Wm. Adger, dealers in hardware, and residents in said city, do hereby certify, that at the request of Messrs. Adger & Co., also of said city, merchants, agent for Mr. John Bones, of Augusta, we did, on the 26th day of November last, carefully examine and survey the several articles of merchandise specified in the foregoing memorandum, shewn to us as having been landed from the ship Martha of Boston, Rich, master, on her late arrival at this port from Liverpool, all of which articles we found to be more or less damaged by dampness impregnated with salt; that the amount of said damage, as estimated and ascertained by us in the foregoing recapitulation, is only what we really and conscientiously believe the said articles of merchandise have sustained by said dampness; that the sound cash value of the said articles in Charleston is one hundred per cent. advance upon their sterling cost, and that the amount of damage upon the said merchandise as calculated by us is equal to two hundred and three dollars fifty-four cents, from which is to be deducted whatever amount may be allowed at the custom-house in Charleston for return duties on the said articles of merchandise damaged as aforesaid.

F. J. BETTS,
WILLIAM ADGER.

Sworn to before me, this 11th December, 1847.
WM. B. HERIOT,
Notary public.

J&SB&CO.	1	cask	34	3
[J&SB&CO.]	1	"	14	6
	2	"	14	6
	3	"	15	0
	4	"	13	8
	5	"	15	2
	6	"	14	9
	7	"	15	11
	8	"	20	0
	9	"	18	9
	10	"	20	9
	11	"	18	3
	12	"	15	11
[J&SB.]	96	"	11	9
	93	"	28	4
	94	"	26	9
	95	"	19	10
	97	"	28	4
[J&SB.]	574	"	14	7
	575	"	14	6
	576	"	10	2
	577	"	11	9
	578	"	10	7
	581	"	7	3
J&SB&CO.	1	"	26	3
[J&SB.]	582	"	19	6
J&SB.	114	"	13	4
A.	115	"	26	9
			501	1

JSBC.	1	cask	24	9
	2	"	30	0
	3	"	28	4
	64	"	2	8
	65	"	6	0
	79	"	35	3
			126	10
			501	01
			627	11 *a* 20s
			£15	13 11
			15	8
			16	9 7

Shipped in good order and condition by Brown, Shipley & Co., of Liverpool, in and upon the good ship or vessel called the Martha, whereof Rich is master for this present voyage, and now lying in the port of Liverpool, and bound for Charleston, thirty-four casks hardware, being marked and numbered as in the margin, and are to be delivered in the like good order and condition, at the aforesaid port of Charleston, (all and every the dangers and accidents of the seas and navigation of whatsoever nature and kind excepted,) unto Messrs. James Adger & Co., acct. Messrs. J. & S. Bones & Co., or to their assigns, he or they paying freight for the said goods at the rate of twenty shillings British sterling per ton of forty cubic feet, for hardware; with five per cent. primage, and average accustomed, payable at the rate of $4 80 per pound sterling.

In witness whereof the master or purser of the said ship or vessel hath affirmed to three bills of lading, all of this tenor and date, one of which being accomplished, the rest to stand void.

Dated at Liverpool this 7th day of September, 1847.

Weight and contents unknown. R. RICH.

Memorandum of damaged goods and their cost, received per ship Martha, consigned to James Adger & Co. on account of J. & S. Bones & Co., Augusta. Surveyed 26th November, 1847.

[J&SB.] †582	7 doz. polished halter chains *a* 6s		£2 2	
	3½ " 5 in. 2 bolt patent locks †60, 15s. 3		2 13 5	
	1 gross brass hooks No. 287 *a* 12s., less 47½		6 3	
	1 doz ir'n screw pullies 2 in., 3s. 4, do. 70 pr c		1 0	
	Damaged 50 per cent.			£5 2 8
JSBC. †79	1 cask candlesticks and fire irons.			
	Damaged 25 per cent.			10 7 2
[J&SB.] †93	½ gross table knives and forks †205 *a* 23s.		11 6	
	⅛ do do do †273 29s.		9 8	
	1 do do do †127 16s.		16 0	
	½ do do do †240 30s.		15 0	
	¼ do do do †202 20s. 6		10 3	
	½ do do do †143 21s.		10 6	
			3 12 11	15 9 10

STATEMENT—*Continued.*

	Amount brought forward.....		3 12 11	15 9 10
[J&SB.] †93	1½ gross table knives and forks †125 a16s.....		1 4 0	
	2 do do do †270 24s. 6....		2 9 0	
	1 do do do †270P a 26s. 6..		1 6 6	
	½ do do do †305 a52s.....		1 6 0	
	1 do do do †303 34s.....		1 14 0	
	1½ do do do †140 19s.....		1 8 6	
[JSB&CO.]	Damaged 80 per cent.....			13 0 11
8 & 10	†8 1 cask Brade's hoes....£29 0 0			
	10 1 do do 30 0 0			
	59 0 0 less 10 p. c.			
	Damaged 10 per cent.....			53 2 0
JSBC †3	1 cask locks, latches, and steelyards.			
	Damaged 25 per cent.....			35 10 2
[J&SB.] †95	1 cask shears, chisels, drawing knives, &c.			
	Damaged 20 per ft.....			32 5 5
				149 8 4

Statement of sound cash value, rate of damage, and actual loss of and on the articles of merchandise mentioned in the foregoing memorandum.

		Nett sterling cost.	Sound cash value.	Rate of damage.	Amount of damage.
Amount of loss per statement.....	$322 09	£5 2 8	10 5 4	50 per ft.	5 2 8
Deduct for return duties..	87 31	10 7 2	20 14 4	25 per ft.	5 3 7
		13 0 11	26 1 10	80 per ft.	20 17 6
Amount of J. & S. Bones		53 2 0	106 4 0	10 per ft.	10 12 5
& Co.....	$234 78	35 10 2	71 0 4	25 per ft.	17 15 1
Claim against the ship Martha.		32 5 5	64 10 10	20 per ft.	12 18 2
		149 8 4	298 16 8		72 9 5

Equal at the par of exchange to $322 09.

STATE OF SOUTH CAROLINA,
City of Charleston.

We the undersigned, Francis J. Betts and William Adger, dealers in hardware and cutlery, and residents of Charleston, in the State aforesaid, do hereby certify, that at the request of Messrs. James Adger & Co., agents for Messrs. J. & S. Bones & Co., of Augusta, we did, on the 26th day of November last past, carefully examine and survey the various articles of merchandise specified in the before written memorandum, which were shown to us as having been landed from the ship Martha of Boston, Rich, master, on her late arrival at this port from Liverpool; that we found all of the said articles of merchandise to be

damaged by dampness impregnated with salt; that if the said merchandise had been landed in a sound state from the said ship, the same would have been worth for cash, in Charleston, one hundred per cent. advance upon the nett sterling cost thereof; that the amount of damage as estimated and ascertained by us in the foregoing statement, viz., the sum of three hundred and twenty-two dollars 9 cents, is only what we really and conscientiously believe to be the loss sustained on said articles of merchandise, from which is to be deducted whatever sum may be allowed at the custom-house for return duties on the said damaged articles.

F. J. BETTS,
WILLIAM ADGER.

Sworn to before me, this 18th day of December, 1847.

[SEAL.] WILLIAM B. HERIOT,
Notary public.

Sales at auction of hardware, damaged on board of ship Martha on her voyage from Liverpool to this port, on account of all concerned, by order of Messrs. James Adger & Co.

273, P.	White	8 doz. table knives and forks	8	57½	4	60
272, P.	Do.	12 " " " "	12	75	9	00
270, P.	Do.	16 " " " "	16	70	11	20
270	Do.	16 " " " "	16	"	11	20
206	Do.	36 " " " "	36	67½	24	30
203	Bihling	6 " " " "	6	70	4	20
232	White	12 " " " "	12	65	7	80
233	Seabourne	12 " " " "	12	82½	9	90
235, 236	White	12 " " " "	12	70	8	40
240, P.	Do.	24 " " " "	24	"	16	80
		Carried forward			$107	40
		Amount brot. forward			107	40
303	White	6 doz. table knives and forks	6	90	5	40
3058	Patterson	11-12 " pocket knives	11	37½	4	13
1515	McAllister	3 " " "	36	13	4	68
	Smizer	3 " cast steel hd. saw files	3	67½	2	03
1 & 2	White	1½ " foot adzes	18	52½	9	45
	Do.	2 " 3 in. flat bastard	2	30		60
	Do.	2 " 4 in. " "	2	40		80
	Do.	2 " 6 in. ½ round "	2	100	2	00
	Do.	1 " 8 in. " "	1	155	1	55
	Do.	12 " 3½ and 4 in taper saw	12	47½	5	70
10, B.	Do.	2 " Lindley's sheep shears	24	35	8	40
10, B. P.	Behling	2½ " " " "	30	40	12	00
101	White	1½ " Wilkinson's " "	18	42½	7	65
	Do.	4 " Marshall's & Cheeth's C. S. hd. saws.	48	110	52	80
	Do.	½ " Cain's ⅜ in. mortice chissels	6	25	1	50
	Lindo	7½ " Besh's G. S., " " ½, ¾, & 1 in.	90	35	31	50
	Bull	1 " cross cut saws, 6½ & 7 feet	12	290	34	80
	White	1 " pit saws, 6½ & 7 feet	12	260	31	20
	Bull	2¾ " Parker's G. S. hand and panel saws.	33	50	16	50
	Geyer	¼ " Armitage's " " 26 in.	3	87	2	61
	White	¼ " Grove's G.S. pannel, 26 in.	3	125	3	75
	Smizer	¼ " " " (mahogany handles)	3	187½	5	63
	White	2¾ " Williamson's G. S. hand and pannel saws, 26 in.	33	65	21	45

STATEMENT—*Continued.*

	Smizer	¼ doz. Groves' tenant saws, 14 in.....	6	106½	6 39
	Gruber	¼ " G. S. " " "	3	75	2 25
273, P.	White	4 " table knives and forks.....	4	77½	3 10
274, P. F. F.	Do.	16 " " " " "	16	110	17 60
1987	McAlister	3 " pocket knives.....	36	24	8 64
2005	McKenna	2 " " "	24	30	7 20
2248	McAlister	3 " " "	36	40	14 40
2621	White	1½ " " "	18	65	11 70
	Grimes	200lbs. horse shoe nails.....	200	11	22 00
	White	6 doz. cast butts, 1½ in.....	6	15	90
	Randels	6 " " " 2 in.....	6	32½	1 95
	Behling	6 " " " 2½ "	6	27½	1 65
		Amount carried forward.....	.....	.....	$471 31
		Amount brought forward.....	.....	.....	$471 31
	White	5 doz. cast butts, 3 in.....	5a	40	2 00
	McKenna	5 " " " 3½ in.....	5	67½	3 38
	Behling	5 " " " 4 in.....	5	82½	4 13
450	White	6-12 " plate locks, 6 in	6	35	2 10
8	Ditto	4 gross iron table spoons.....	4	187½	7 50
26	Ditto	1 " " " "	.....	.....	3 50
	Ditto	5½ " welded head bed screws, 5½, 6½, 7½, and 8 in.....	5½	250	13 75
	Lindo	12 doz. japan'd pat. surpl's pins, 3½ in....	12	20	2 40
	White	6 " " " cloak hooks.....	6	25	1 50
869 & 868	Ditto	1½ " plyers.....	18	27½	4 95
872	Ditto	1 " W's rack compasses.....	12	45	5 40
	Gruber	5 " 2½ in. spring tumb. pad locks.....	60	14	8 40
	Behling	6 " 2¾ " " " " "	72	18	12 96
	McKenna	6 " 3 " " " " "	72	27	19 44
4	White	12 pair kitchen fire irons.....	12	75	9 00
4	Ditto	21 " brass headed.....	21	62½	13 13
5	Ditto	18 " " "	18	75	13 50
2576	Ditto	15 " " "	15	100	15 00
2575	Ditto	18 " " "	18	....	18 00
4144 D	Behling	9 double barrel guns.....	9	650	58 50
4145 D	Ditto	2 " " "	2	750	15 00
		(276)			704 85
		CHARGES.			
		Advertising..... 6 01			
		Extra labor preparing for sale.... 1 25			
		Tax and commission 7 per cent...49 34			
		Nett proceeds.....	.....	.....	56 60
			.....	.....	$648 25

E. E.—Charleston, 14th December, 1847.

DICK & CREWS.

STATE OF SOUTH CAROLINA,
City of Charleston.

Personally appeared Edward B. Crews, one of the firm of Dick & Crews, duly appointed auctioneers, who being duly sworn, maketh oath and saith, that the above account of sales at auction is in all re-

2592.

spects strictly just and true. Nett proceeds thereof amounting to six hundred and forty-eight dollars twenty-five cents.

E. B. CREWS.

Sworn to before me, this 10th day of January, 1848.

WILLIAM B. HERIOT, *Notary public.*

Statement of duty returned on goods damaged during the voyage of importation per American ship Martha, Rich, master, from Liverpool, which vessel entered at this port on the 10th day of November, 1847.

For account of J. & S. Bones, Augusta, Georgia.

Amount of damage sustained on goods.	Rate of duty.	
Estimated at £60 2 7, or $291 02	at 30 pr. cent.	$87 31
For account of John Bones, Augusta.		
" £20 1 1, or $97 06	at 30 pr. cent.	29 12
" " 21 17 2, or 105 79	at 15 pr. cent.	15 87
For account of Moore & Davis, Augusta.		
" " 117 11 0, or 568 94	at 30 per cent.	170 68
Amount duty returned		$302 98

I certify that the above amount of $302 98, has been refunded to the above named individuals, through their agents, James Adger & Co., of this city.

Collector's office, Charleston, S. C., 10th May, 1848.

THOS. D. JERVEY,
D'y collector.

SNH	449,	bundle	9	10
	267,	cask	4	10
	268	"	8	0
SNH S	37	"	7	8
	44	"	28	6
	17	"	3	9
	31	"	3	7
	46	"	19	6
SNH	450	"	6	9
	451	"	8	8
	452	"	5	1
	453	"	7	4
	454	bale,	8	2
	462	cask	29	6
	463	"	13	6
	61	"	7	7
[H] [603]	563	"	18	3
	64	"	11	11
SNH M	9	"	10	4
	210	0	at 20s.; £5	5 0

Shipped in good order and condition, by Brown, Shipley & Co., of Liverpool, in and upon the good ship or vessel called the Martha, whereof Rich is master for this present voyage, and now lying in the port of Liverpool, and bound for Charleston, one basket, seventeen casks, one bale hardware, one cask hollow ware, four cases and one bundle steel, eight bags nails, four bundles pans, being marked and numbered as in the margin, and are to be delivered in like good order and condition, at the aforesaid port of Charleston, (all and every the dangers and accidents of the seas and navigation of whatsoever nature and kind excepted,) unto Mr. S. N. Hart, or to his assigns; he or they paying freight for the said goods at the rate of twenty shillings, British sterling, per ton of forty cubic feet

H C				
[803]	52 cask.....45 11 at 15s.;	0	17	1
SN H3a7	4 cas'a, 1 b'dle 24c. at 17s 6d.	1	6	3
15a68	4 b'dles pans.....at 1s.....	0	4	0
		£7	12	4
		0	7	8
		£8	0	0

for hardware, with five per cent. primage and average accustomed; payable at the rate of four dollars and eighty cents per pound sterling.

In witness whereof the master or purser of the said ship or vessel hath affirmed to three bills of lading, all of this tenor and date; one of which being accomplished, the rest to stand void.

Dated at Liverpool, this seventh day of September, 1847.

Weight and contents unknown to RICH'D RICH.

A.

THE STATE OF SOUTH CAROLINA,
City of Charleston.

We, the undersigned, Simeon Hyde and H. F. Strohecker, dealers in hardware, and residents of the city of Charleston aforesaid, do hereby certify and make known unto all whom it may concern, that, at the request of Mr. S. N. Hart, we did, on the 29th day of November past, repair to his store in the said city of Charleston, and then and there did carefully examine and survey the goods mentioned in the specification on the other side written, which were shown to us as having been landed from the ship Martha of Boston, Richard Rich, master, on her late arrival at this port from Liverpool; that we found the whole of the said goods to be damaged by salt dampness, the extent of which damage we estimated at the respective rates mentioned on the other side, and we concurred in recommending an early sale thereof at public auction, for account of whom it may concern. And we do further certify, that if the said goods had been landed in a sound and merchantable state, they would be worth in this market, at the present time, for cash, the amount of nine hundred and one dollars 24 cents, as per specification of the other side written.

Witness our hands, at Charleston aforesaid, the second day of December, in the year 1847.

SIMEON HYDE,
H. F. STROHECKER.

Be it known, that, on the third day of May, in the year of our Lord one thousand eight hundred and forty-eight, before me, William B. Heriot, a notary public, duly commissioned and sworn, under the authority of the said State, and dwelling and practising in the city of Charleston aforesaid, personally came Simeon Hyde and H F. Strohecker, above named, who, being duly sworn according to law, did severally declare and say, that the facts set forth in the foregoing certificate, signed by them, are all strictly true.

In testimony whereof I have hereunto set my hand and notarial [L. S.] seal, at Charleston aforesaid, the day and year last above mentioned.

WILLIAM B. HERIOT, *Notary public.*

2893.

Specification of goods landed from ship Martha from Liverpool, within mentioned and surveyed.

Marks and numbers.	Packages.	Damaged contents.	Estimated rate of damage.	Invoice sterling cost.	Cash value, if sound.
SNH M†9	Cask	4 dozen Stag tables, 517, a 4s11...	.....	£0 19 8	
		4 " " deserts, " 4s6...	.....	18 0	
		6 " self tin tables, 593, EP, 6s1.	.....	1 16 6	
		6 " 6 in. taper files, 5s6.....	75 p.c.	1 13 0	
		12 " 4½ " " 3s8.....	.....	2 4 0	
		3 " 4 " " 3s4.....	.....	10 0	
		1 " 14 C. flat bastard files, 19s..	.....	19 0	
		Sterling cost.....	.....	5 12 6	
		Add 100 per ct. advance.	.....	5 12 6	
					11 5 0
SNH C†3	1 cask	Sheet steel, 5c. 0qr. 4lbs., *a* 56s....	.....	14 2 0	
4	1 case	" " 5 0 7 "	35 p.c.	14 3 6	
5	1 case	" " 5 0 4 "	.....	14 2 0	
				42 7 6	
		Discount 10 per ct.....	.....	4 4 9	
				38 2 9	
6	1 case	Bar steel, 7 2 23, *a* 65s., less 10 p.c.	33⅓ p.c.	22 10 9	
		Sterling cost.....	.....	60 13 6	
		Add 85 per ct. advance..	.....	51 11 6	
					112 5 0
†454	1 bdl.	6 Griffin's scythes, 44 and 46 in....	50 p. c.	9 4 10	
†449	1 basket	10 bright f key vices, 3 3 18....	50 p. c.	6 19 8	
		Sterling cost.....	.....	16 4 6	
		Add 90 per ct. advance..	.....	14 12 1	
					30 16 7
SNH †62	Cask	6 sets imperial dish covers, £12 0 6, less 50 per ct.....	25 p. c.	6 0 3	
		9 pat. tea kettles.....	30 p. c.	1 2 6	
		Sterling cost.....	.....	7 2 9	
		Add 125 per ct. advance.	.....	8 18 5	
					16 1 2
†63	Cask	4 bronzed hearth brushes, *a* 6s6..... 1 6 0			
		Less 35 p. c..... 9 1			
			25 p. c.	16 11	
		4 doz. padlocks, No. 100, 1s4.....	.....	5 4	
		2¾ bridle gun locks, *a* 23s.....	.....	2 6 0	
		1 skeleton water pan, 40s.....	66⅔p.c	2 0 0	
		4 pr. police handcuffs, 3s.....	.....	12 0	
		½ doz. single percussion locks, 32s..	.....	16 0	
		Sterling cost.....	.....	6 16 3	
		Add 100 per ct. advance.	.....	6 16 3	
					13 12 6
		Amount carried forward.	.....	.....	£184 0 3

STATEMENT—*Continued.*

Marks and numbers.	Packages.	Damaged contents.	Estimated rate of damage.	Invoice sterling cost.	Cash value, if sound.
		Amount brought forward			184 0 3
H C 803 †63	Cask	1 dozen 4 in. tower bolts		1 5	
		2 " 3 loose joint bitts		4 3	
		6 sets canda bolts		8 11	
		1½ doz. 5, carpenter's locks		1 15 10	
		1 " 6, " "		1 5 4	
		1½ " 5, imitation.....14s6	50 p.c.	1 1 9	
		1 gro. hooks and staples		8 6	
		2 dozen hat and coat hooks		1 5	
		½ gro. 4, surplice pins		1 3	
		2 doz. 2¾, tumbler pad., 5416		1 1 0	
		1 " 4, dead locks		3 9	
				6 13 5	
		Add 100 per ct. advance		6 13 5	
					13 6 10
65 a 67		4 dozen L. H. frying pans	50 p. c.	2 17 1	
		Add 90 per ct. advance		2 11 5	
					5 8 6
		Total cash value in Charleston, if sound			£202 15 7
		Equal, at the par of exchange, to		$901 24	

B.

Sales at auction of hardware and cutlery imported in and damaged on board ship Martha, Rich, master, on her voyage from Liverpool to this port, and sold on account of all concerned, by order of S. N. Hart, merchant here.

Campbell	3 cases of steel, ‡3, 4, 5, 1695 lbs.	*a*	13 cents		$220 35
Garrety	1 case bar, †6.....863		10½		90 61
Campbell	6 dozen scythes	72	*a*	37½	27 00
Behling	4 dozen frying pans	48		42½	20 40
Campbell	10 vices	438	lbs.,	9¾	42 70
Lee	4 dozen Stag tables	4		70 doz.	2 80
Dougherty	4 " " deserts	4		52½	2 10
Campbell	6 " " self tip	6		97½	5 85
Leitch	6 " files, 6 in	72		10	7 20
	Amount carried forward				419 01
	Amount brought forward				419 01
Randal	12 dozen files, 4½ in	144		6 cents	8 64
Mantel	3 " " 4 in	36		5½	1 98
Lebby	1 " " bastard, 14 in	12		35	4 20
Lee	6 sets dish covers	6		6¾	40 50
Jacob Cohen	4 bronzed hearth brushes	4		1⅜	5 50
Campbell	9 tea kettles	9		65	5 85
A. J. Moses	4 dozen padlocks, 2¼ in	48		3¼	1 56

STATEMENT—*Continued.*

Campbell	2 dozen bridle gun locks, ¾ in.....	24	37½.....	9 00
Do.....	1 " skeleton "	12	22½.....	2 70
Do.....	½ " percussion locks.....	6	27½.....	1 65
Do.....	4 pair police cuffs.....	4	50	2 00
Lebby.....	1 dozen tower bolts, 4 in.....	12	2	24
Campbell.....	2 " butts, 3 in., for.....			38
Do.....	6 sets bolts.....			1 50
A. J. Moses..	1½ dozen locks, 5 in.....	18	40	7 20
Campbell.....	1 " " 6 in.....	12	50	6 00
A. J. Moses..	1½ " " 5 in.....	18	32½.....	5 85
Campbell.....	1 gro. hooks and staples, for.....			1 00
Nevel.....	Lot hat and cloak pins.....			75
Lebby.....	2 dozen " "			68
A. Van Dohlen	3 " padlocks.....	36	17½.....	6 30
Do.....	1 " " 4 in.....	12	10½.....	1 26
				533 75
	CHARGES.			
	To advertising.....		$4 95	
	postage and labor.....		1 07	
	commission and tax, 7 per cent.....		37 36	
				43 38
				$490 37

CHARLESTON, *December 20th*, 1847.

ABRAHAM TOBIAS.

STATE OF SOUTH CAROLINA,
City of Charleston.

Personally appeared Abraham Tobias, a duly appointed auctioneer, who being duly sworn maketh oath and saith, that the foregoing account of sales at auction is, in all respects, strictly just and true.

Nett proceeds four hundred and ninety dollars 37 cents.

A. TOBIAS.

Sworn to before me, this 3d May, 1848.

WILLIAM B. HERIOT,
Notary public.

C.

DISTRICT OF CHARLESTON.

I, Simeon Hyde, appointed by S. N. Hart, do solemnly swear, that I will, diligently and faithfully, inspect and examine such goods, wares, and merchandise, as the collector shall direct to be produced to be inspected and examined, and shall truly report and declare, to the best of my knowledge and belief, the true damage such goods, wares, or merchandise has sustained during the voyage; and that I have no direct or indirect interest in the case. So help me God.

(Signed) SIMEON HYDE.

Sworn to before me, this 29th November, 1847.

J. YATES, Jr., *D'y coll'r.*

November, 1847.

DISTRICT OF CHARLESTON.

We, John Bryan and Arthur F. Holmes, appointed under the act of Congress of 20th April, 1818, for the port of Charleston, and duly sworn as prescribed by said act, and Simeon Hyde, merchant, appointed by S. N. Hart, importer or consignee of certain goods, wares, or merchandise, as are hereafter specified, and which were imported from Liverpool in the ship Martha, whereof R. Rich is or was master, the said Simeon Hyde, merchant, having been sworn in like manner, and also that he has no direct or indirect interest in the case, have inspected and examined the said goods, wares, or merchandise, and we do report and declare, to the best of our knowledge and belief, that the damage affixed by us is just, and was sustained during the voyage of importation.

Marks.	Numbers.	Description of merchandise.	Cost and charges.	Rate of damage.	Amount of damage.
H C 803	65 a 68	Four dozen frying pans.....	£2 17 1		
		Charges.....	5 1		
			3 2 2	50 p. c.	1 11 1
SNH C	3, 4, 5	Three cases steel.....	38 2 9		
		Charges.....	3 1 1		
			41 3 10	40 p. c.	16 9 6
"	6, 7	One case and one bundle steel.....	23 17 9		
		Charges.....	2 2 11		
			26 0 8	33⅓ p. c.	8 13 7
SNH	454	One bundle scythes.....	9 4 10		
		Charges.....	16 7		
			10 1 5	50 p. c.	5 0 8
"	449	One basket B. S. vices.....	6 19 8		
		Charges.....	12 6		
			7 12 2	50 p. c.	3 16 1
"	462	One cask hardware.....	8 19 0		
		Charges.....	16 1		
			9 15 1	30 p. c.	2 18 6
"	463	One do. do.	13 19 4		
		Charges.....	1 5 1		
			15 4 5	6 p. c.	18 3

STATEMENT—*Continued.*

Marks.	Numbers.	Description of merchandise.	Cost and charges.	Rate of damage.	Amount of damage.
H C 803	52	One cask sundries.....	12 16 7		
		Charges.....	1 3 1		
			13 19 8	10 p. c.	1 7 11
"	53 a 59	Seven bags wrought 6 nails.....	7 8 7		
		Charges.....	13 4		
			8 1 11	20 p. c.	1 12 4

(Signed) SIMEON HYDE,
(Signed) JOHN BRYAN,
ARTHUR F. HOLMES, } *U. S. appraisers.*

I certify the above to be a true copy of the original on file in this office, May 4th, 1848.
THOS. D. JERVEY, *D'y collector.*

The ship Martha, of Boston,

To S. N. Hart, Dr.

For amount of claim for loss on sundry articles of merchandise damaged on board of said ship on her late voyage from Liverpool to Charleston, by drainings of salt stowed over them in the between decks, viz:

The cash value in Charleston of said damaged articles had they been landed from the said ship in a sound and merchantable condition, would, as per certificate of Simeon Hyde and H. F. Srohecker, herewith marked A, have amounted to - - - - - - - - - -	$901 24
But being damaged, the said articles were sold at public auction for account of whom it may concern, and produced nett as per Abraham Tobias' sales, herewith marked B -	490 37
Amount of loss - - - - - - - - - -	410 87
Deduct abatement of duty allowed by the custom-house on said articles, in consequence of damage as per statement marked C - - - - - - - - - - - -	42 85
Amount of claim - - - - - - - - - -	368 02

E. E.—Charleston, S. C., 4th May, 1848.
Adjusted by

R. HERIOT & SON,
Insurance brokers.

WJ&C.	28 case, 2s. 6; 2s.; 1s. 9...	8	9				
	†489 bale, 5s. 3; 2s. 9; 2s. 3.	32	6				
O&P.	†38 bale, 6s. 8; 3s. 10; 2s. 3.	42	6				
	39 case, 2s. 9; 2s. 6; 2s. 3.	15	6				
		99	3	*a* 7½	£3	2	0
	37 bale.....	30	11	*a* 6		15	5
WJ&CO.	32 bale, 3s. 6; 3s.; 2s. 3..	23	8	*a* 4½		8	10
					4	6	3
	Primage.....					4	4
					4	10	7

Shipped by Charles Humberston of Liverpool, in good order and condition, in and upon the good ship or vessel called the Martha, whereof Rich is master for this present voyage, and now lying in the port of Liverpool and bound for Charleston, two cases and two bales of merchandise, and one bale of blanketing, marked and numbered as in the margin, which are to be delivered in the like good order and condition at the aforesaid port of Charleston (the dangers and accidents of the seas and navigation of every description excepted,) unto Messrs. Watson, Johnson & Co., or their assigns, he or they paying freight for the said goods at the rate of twenty shillings per ton of forty cubic feet for coarse merchandise; twenty-five shillings per ton of forty cubic feet for merchandise; and fifteen shillings per ton of forty cubic feet for blanketing, with 5 per cent. primage payable at the rate $4 80 per pound sterling and average accustomed.

In witness whereof the master or purser of the said ship or vessel hath subscribed two bills of lading, all of this tenor and date, one of which being accomplished the rest to stand void.

Dated at Liverpool, this eighth day of September, 1847.

Contents unknown to RICHD. RICH.

WJ&CO.	515 2s. 8; 2s. 1; 1s. 9....	9	9				
"	516 2s. 6; 2s. 1; 1s. 9....	9	1				
"	517 2s. 8; 2s. 3; 1s. 9....	10	6				
"	518 2s. 8; 2s.; 1s. 9.....	9	4				
		38	8	*a* 7½	£1	4	1
	Primage.....					1	2
					1	5	3

Shipped by Charles Humberston, of Liverpool, in good order and condition, in and upon the good ship or vessel called the Martha, whereof Rich is master for this present voyage, and now lying in the port of Liverpool, and bound for Charleston, four cases of merchandise marked and numbered as in the margin, which are to be delivered in the like good order and condition, at the aforesaid port of Charleston, (the dangers and accidents of the seas and navigation of every description excepted,) unto Messrs. Watson, Johnston & Co., or to their assigns, he or they paying freight for the said goods at the rate of twenty-five shillings per ton of forty cubic feet for merchandise, with five per cent. primage, payable at the rate of $4 80 per pound sterling, and average accustomed.

In witness whereof the master or purser of the said ship or vessel has

subscribed two bills of lading, all of this tenor and date, one of which being accomplished the rest to stand void. Dated in Liverpool, this 11th day of September, 1847.

Contents unknown to RICHD. RICH.

WJ&CO.	725 case, 2s. 6; 2s. 7; 2s. 3....	14	6 *a* 7½	£0	9	0
"	33 bale, 3s. 4; 3s. 1; 2s. 8....	27	5 *a* 4½	0	10	3
				0	19	3
	Primage.....			0	0	11
				1	0	2

Shipped by Chas. Humberston of Liverpool, in good order and condition, in and upon the good ship or vessel called the Martha, whereof Rich is master for this present voyage, now lying in the port of Liverpool *of Liverpool* and bound for Charleston, one case of merchandise and one bale of blanketing, marked and numbered as in the margin, which are to be delivered in like good order and condition at the aforesaid port of Charleston, (the dangers and accidents of the seas and navigation of every description excepted) unto Messrs. Watson, Johnston & Co., or their assigns, he or they paying freight for the said goods at the rate of twenty-five shillings per ton of forty cubic feet for merchandise, and fifteen shillings per ton of forty cubic feet for blanketing, with five per cent. primage, payable at the rate of $4 80 per pound sterling, and average accustomed.

In witness whereof the master or purser of the said ship or vessel has subscribed two bills of lading, all of this tenor and date, one of which being accomplished the rest to stand void.

Dated at Liverpool, this 10th day of September, 1847.

Contents unknown to RICHARD RICH.

A.

THE STATE OF SOUTH CAROLINA,
City of Charleston.

We, the undersigned, William Nayler and James Ravenel, dealers in dry goods, and residents of the city of Charleston aforesaid, do hereby certify and make known, unto all whom it may concern, that at the request of Messrs. Watson, Johnston & Co., we did on repair to their store in the said city of Charleston, and then and there did carefully examine and survey sundry articles of merchandise, as mentioned and described in the specification on the other side written, which were shown to us as having been landed from the ship Martha, Richard Rich, master, on her late arrival at this port from Liverpool; that we found all the said articles of merchandise to be damaged by salt dampness; and we concurred in recommending an early sale thereof at public auction, for account of whom it may concern. And we do further certify, that if the said articles of merchandise had been landed in a sound and merchantable state, they would be worth in this market

WJ&C.	28	case,	2s. 6; 2s.; 1s. 9	8	9			
	†489	bale,	5s. 3; 2s. 9; 2s. 3.	32	6			
O&P.	†38	bale,	6s. 8; 3s. 10; 2s. 3.	42	6			
	39	case,	2s. 9; 2s. 6; 2s. 3.	15	6			
				99	3	*a* 7½ £3	2	0
	37	bale		30	11	*a* 6	15	5
WJ&CO.	32	bale,	3s. 6; 3s.; 2s. 3..	23	8	*a* 4½	8	10
							4 6	3
		Primage					4	4
							4 10	7

Shipped by Charles Humberston of Liverpool, in good order and condition, in and upon the good ship or vessel called the Martha, whereof Rich is master for this present voyage, and now lying in the port of Liverpool and bound for Charleston, two cases and two bales of merchandise, and one bale of blanketing, marked and numbered as in the margin, which are to be delivered in the like good order and condition at the aforesaid port of Charleston (the dangers and accidents of the seas and navigation of every description excepted,) unto Messrs. Watson, Johnson & Co., or their assigns, he or they paying freight for the said goods at the rate of twenty shillings per ton of forty cubic feet for coarse merchandise; twenty-five shillings per ton of forty cubic feet for merchandise; and fifteen shillings per ton of forty cubic feet for blanketing, with 5 per cent. primage payable at the rate $4 80 per pound sterling and average accustomed.

In witness whereof the master or purser of the said ship or vessel hath subscribed two bills of lading, all of this tenor and date, one of which being accomplished the rest to stand void.

Dated at Liverpool, this eighth day of September, 1847.

Contents unknown to RICHD. RICH.

WJ&CO.	515	2s. 8; 2s. 1; 1s. 9		9	9			
"	516	2s. 6; 2s. 1; 1s. 9		9	1			
"	517	2s. 8; 2s. 3; 1s. 9		10	6			
"	518	2s. 8; 2s.; 1s. 9		9	4			
				38	8	*a* 7½	£1 4	1
		Primage					1	2
							1 5	3

Shipped by Charles Humberston, of Liverpool, in good order and condition, in and upon the good ship or vessel called the Martha, whereof Rich is master for this present voyage, and now lying in the port of Liverpool, and bound for Charleston, four cases of merchandise marked and numbered as in the margin, which are to be delivered in the like good order and condition, at the aforesaid port of Charleston, (the dangers and accidents of the seas and navigation of every description excepted,) unto Messrs. Watson, Johnston & Co., or to their assigns, he or they paying freight for the said goods at the rate of twenty-five shillings per ton of forty cubic feet for merchandise, with five per cent. primage, payable at the rate of $4 80 per pound sterling, and average accustomed.

In witness whereof the master or purser of the said ship or vessel has

subscribed two bills of lading, all of this tenor and date, one of which being accomplished the rest to stand void. Dated in Liverpool, this 11th day of September, 1847.

Contents unknown to RICHD. RICH.

WJ&CO. 725 case, 2s. 6; 2s. 7; 2s. 3....14 6 *a* 7½	£0	9	0	Shipped by Chas.
" 33 bale, 3s. 4; 3s. 1; 2s. 8....27 5 *a* 4½	0	10	3	Humberston of Liv-
	0	19	3	erpool, in good order
Primage.....	0	0	11	and condition, in and
	1	0	2	upon the good ship

or vessel called the Martha, whereof Rich is master for this present voyage, now lying in the port of Liverpool *of Liverpool* and bound for Charleston, one case of merchandise and one bale of blanketing, marked and numbered as in the margin, which are to be delivered in like good order and condition at the aforesaid port of Charleston, (the dangers and accidents of the seas and navigation of every description excepted) unto Messrs. Watson, Johnston & Co., or their assigns, he or they paying freight for the said goods at the rate of twenty-five shillings per ton of forty cubic feet for merchandise, and fifteen shillings per ton of forty cubic feet for blanketing, with five per cent. primage, payable at the rate of $4 80 per pound sterling, and average accustomed.

In witness whereof the master or purser of the said ship or vessel has subscribed two bills of lading, all of this tenor and date, one of which being accomplished the rest to stand void.

Dated at Liverpool, this 10th day of September, 1847.

Contents unknown to RICHARD RICH.

A.

THE STATE OF SOUTH CAROLINA,
City of Charleston.

We, the undersigned, William Nayler and James Ravenel, dealers in dry goods, and residents of the city of Charleston aforesaid, do hereby certify and make known, unto all whom it may concern, that at the request of Messrs. Watson, Johnston & Co., we did on repair to their store in the said city of Charleston, and then and there did carefully examine and survey sundry articles of merchandise, as mentioned and described in the specification on the other side written, which were shown to us as having been landed from the ship Martha, Richard Rich, master, on her late arrival at this port from Liverpool; that we found all the said articles of merchandise to be damaged by salt dampness; and we concurred in recommending an early sale thereof at public auction, for account of whom it may concern. And we do further certify, that if the said articles of merchandise had been landed in a sound and merchantable state, they would be worth in this market

at the present time, for cash, the prices mentioned in the specification on the other side written, opposite each article respectively, amounting in the aggregate to the sum of ten hundred and sixty-three dollars 85 cents.

Witness our hands at Charleston aforesaid, the ninth day of February, in the year 1848.

WILLIAM NAYLER,
JAMES RAVENEL.

Be it known, that on the ninth day of February, in the year of our Lord one thousand eight hundred and forty-eight, before me, William B. Heriot, a notary public, duly commissioned and sworn under the authority of the said State, and dwelling and practising in the city of Charleston aforesaid, personally came William Nayler and James Ravenel, above named, who being duly sworn according to law, did severally declare and say, that the facts set forth in the foregoing certificate signed by them are all strictly true.

In testimony whereof I have hereunto set my hand and notarial [L. S.] seal at Charleston aforesaid, the day and year last above mentioned.

WILLIAM B. HERIOT,
Not'y public.

Specification of the goods landed from ship Martha, consigned to Watson, Johnson & Co., within mentioned and surveyed.

Marks and numbers.	Packages.	Contents damaged.	Cash value if sound. Rate	Amount.
O&P †37	1 Bale.	434 *a* 447, 14 ps. drab negro jeans, 466½ yds. *a*	16 c.	$74 64
		494 *a* 6, 530 *a* 3, 560 and 61, 594 *a* 97, 15 ps. black and white negro jeans, 482½, *a*.....	16	77 20
		230 *a* 33, 4 scoured drab jeans, 131.....	16	20 96
38	1 Bale cont'd 3 trusses.	225 *a* 226½, 4 black tweed cassimere, 141¾.....	17	24 09
	Truss No. 1	227 *a* 229, 432, 4 blue do do 143, *a*....	20	28 60
		436, 480, 482, 520, 523, 525, 524, 548, 549 9, ps. light mixed tweed, 356¾.....	23	82 05
		464 *a* 5, 483 *a* 92, 443, 526 *a* 9, 552 and 3, 15 ps. dark blue mixed tweed cassimere, 536....	23	123 28
	Truss No. 3	461 *a* 2, 481, 521 *a* 2, 564 and 7, 550 and 1, 9 ps. light mixed tweed cassimere, 312½.....	23	71 87
		598 *a* 603, 6 ps. printed striped mixed tweed cassimere, 250½.....	23	57 61
WJ&Co †489	1 bale	24 ps. plain Buena Vista checks, 969½.....	26	252 07
		24 ps. twilled do do do 967¼.....	26	251 48
		Total cash value in Charleston if sound.....	....	$1,063 85

B.

Sales at auction of merchandise damaged on board of ship Martha, on her voyage from Liverpool to this port, on account of all concerned, by order of Messrs. Watson, Johnston & Co.

Truss 1 O&P 37	Jones	14 ps. drab negro jeans, 434 a 437	466	10	46 65
	Do	15 ps. black and white, 493, 560, 558, 561, 594, 597, 495, 496, 532, 530, 533, 531, 595, 596, 494	482½	10½	50 66
	McKenna	4 ps. scoured drab jeans, 230, 231, 232. 233	131	10¾	14 08
	Jones 38	9 ps. light blue mixed cassimeres, 549, 548, 523, 563, 480, 525, 482, 544, 520	356	13	48 15
Truss 2	Do	15 ps. dark blue mixed, 489, 527, 526, 529, 528, 491, 490, 492, 433, 583, 465, 552, 464, 488, 487	536	12	64 32
Truss 1 38	M. Lynas	4 ps. black tweed cassimere, 225, 225½, 226, 226½	141¾	15	21 36
	Do	4 A. K. blue, 228, 227, 229, 432	143	....	21 45
3 "	Lynas	9 light blue mixed, 481, 523, 461, 521, 547, 462, 451, 546, 550	312	13	40 63
	Nathans	6 printed striped, 508, 599, 600, 601, 602, 603	250	16	41 33
		Carried forward	....	....	$348 53
		Amount brought forward	....	....	348 53
		CHARGES.			
		Advertising $5 45			
		Tax and commissions 7 p. ct. 24 40	....	....	29 85
		Nett proceeds	....	....	$318 68

E. E. Charleston, 13th December, 1847.

DICK & CREWS.

THE STATE OF SOUTH CAROLINA,
City of Charleston.

Personally appeared Edmund B. Crews, one of the firm of Dick & Crews, duly appointed auctioneers, who being duly sworn maketh oath and saith, that the within account of sales at auction is in all respects strictly just and true; nett proceeds thereof amounting to three hundred and eighteen dollars 68 cents.

E. B. CREWS.

Sworn to before me, this 8th February, 1848.

WILLIAM B. HERIOT,
Notary Public.

C.

Sales at auction of merchandise damaged on board of ship Martha, on her voyage from Liverpool to this port, on account of all concerned, by order of Messrs. Watson, Johnston & Co.

WJ&Co. ‡489	Jones.....	24 ps. Buena Vista checks.....	969²	14	$135 73
	Ditto.....	24 " twilled " "	967¹	....	135 42
					$271 15
		CHARGES.			
		Advertising.....$1 30			
		Tax and commission, 7 p. ct..18 98			
			.....	....	20 28
					$250 87

E. E.—Charleston, 13th December, 1847.

DICK & CREWS.

STATE OF SOUTH CAROLINA,
City of Charleston.

Personally appeared Edmund B. Crews, one of the firm of Dick & Crews, duly appointed auctioneers, who being duly sworn maketh oath and saith, that the above account of sales at auction is in all respects strictly just and true; nett proceeds thereof amounting to two hundred and fifty dollars 87 cents.

E. B. CREWS.

Sworn to before me, this 8th February, 1848.

WILLIAM B. HERIOT,
Notary Public.

DISTRICT OF CHARLESTON.

I, William Naylor, appointed by Watson, Johnston & Co., do solemnly swear, that I will diligently and faithfully inspect and examine such goods, wares, or merchandise, as the collector shall direct to be produced to be inspected and examined; and shall truly report and declare, to the best of my knowledge and belief, the true damage such goods, wares, or merchandise has sustained during the voyage, and that I have no direct or indirect interest in the case, so held me God.

WILLIAM NAYLOR,
THOS. D. JERVEY,
Deputy collector.

DISTRICT OF CHARLESTON.

November, 1847.

We, John Bryan and Arthur F. Holmes, appointed under the act of Congress of 20th April, 1818, for the port of Charleston, and duly sworn as prescribed by the said act, and William Nayler, merchant, appointed by Watson, Johnston & Co., importer or consignee of certain goods, wares, or merchandise, as are hereafter specified, and which were imported from Liverpool in the ship Martha, whereof R. Rich is or was master. The said William Nayler, merchant, having been sworn in like manner, and also that he has no direct or indirect interest in the case, have inspected and examined the said goods, wares, or merchandise; and we do report and declare, to the best of our knowledge and belief, that the damage affixed by us is just, and was sustained during the voyage of importation.

Marks.	No.	Description of merchandise.	Cost and charges.	Rate of damage.	Amount of damage on cost and charges.
O&P	37	One bale negro jeans.....	£21 9 9		
		Charges.....	1 9 3		
			22 19 0	33⅓ p. ct.	£7 13 0
"	38	Three Trauss's tweed cassimere	53 14 5		
		Charges.....	3 13 0		
			57 7 5	15 p. ct.	8 12 1
		Carried forward.....	.....	.....	16 5 1
		Amount brought forward	.....	.....	16 5 1
WJ&Co.	28	One case serges.....	48 3 6		
		Charges.....	3 7 0		
			51 10 6	5 p. ct.	2 11 6
"	489	One case checks.....	53 15 10		
		Charges.....	3 15 0		
			57 10 10	15 p. ct.	8 12 7
"	32	One bale blankets.....	19 16 10		
		Charges.....	1 6 0		
			£21 2 10	15 p. ct.	3 3 5

I certify this to be a true copy of the original on file in this office.

THOS. D. JERVEY,
Deputy Collector.

JOHN BRYAN,
A. F. HOLMES,
U. S. Appraisers.

WILLIAM NAYLER.

Statement D.

Statement of abatement of import duties on O & P †37 & 38, and WJ & Co. †489, 3 packages of merchandise imported by Watson Johnston & Co., in the ship Martha, from Liverpool, and damaged on the voyage of importation.

Marks and numbers.	Amount of damage all'd by the custom-house.	Rate of £ sterling.	Amount of damage in federal money.	Rate of duty.	Abatem't of duty.
O & P †37, 1 bale.....	£7 13 0	*a* 484	$37 03	*a* 30 p. ct.	11 11
†38, 3 trusses.....	8 12 1	"	41 64	*a* 30 p. ct.	12 49
WJ & Co., †489, 1 case.....	8 12 7	"	41 76	*a* 25	10 44
" †28, 1 case.					
" †32, 1 bale.					
Unnecessary to calculate abatement of duties on these two last named packages, as the damage on them is not claimed from the ship Martha.					
Abatement of duties.....					$34 04

E. E.—Charleston S. C., 9th Feby., 1848.

R. HERIOT & SON,
Ins. brokers.

The ship Martha of Boston, Richard Rich, master,

To Watson, Johnson & Co.

To claim for loss on 2 bales of merchandise, marked O & P †37 and 38, and 1 bale merchandise, marked WJ & Co., †489, damaged by salt on board said ship on the voyage from Liverpool to Charleston, viz:

The cash value of the said goods, if in a sound and merchantable state as per certificate and specification herewith, marked A, amounts to - - - -		$1063 85
But being damaged, the said goods were sold at auction for account of whom it may concern, and the nett proceeds thereof, as pr. Dick & Crew's account of sales, marked B - -	$318 68	
and C - - - - - -	250 87	
		569 55
		$494 30

Deduct abatement of import duties, on account of damage to the above named merchandise as per custom-house certificate, and statement marked D - - - - -	$34 04	
Deduct also freight due the ship - -	32 64	
		66 68
Amount of claim - -		$427 62
Add R. Heriot's charges -		11 45
		$439 07

E. E.—Charleston, S. C., 9th February.
Adjusted by

R. HERIOT & SON, *Ins. brokers.*

RH & C	112, cask	21	2
"	109, cask	3	4
"	111, cask	18	3
[RHC]	2, cask	12	11
RH & Co.,	16, "	8	0
H	17, "	14	1
"	18, "	15	7
"	19, "	13	2
"	20, "	9	9
"	21, "	10	11
"	22, "	12	3
"	23, "	14	7
"	24, "	12	8
"	25, "	14	6
"	26, "	14	1
"	27, "	13	1
"	28, "	15	7
"	29, "	15	1
"	30, "	16	7
"	31, "	16	7
"	32, "	11	10
"	33, "	10	2
"	34, "	19	6
"	96, "	25	5
"	110, "	28	4
"	1822, "	6	2
"	1823, "	7	0
"	1824, "	7	0
"	1825, "	7	0
		394	7 a 20s.
		£9	17 3
		0	9 10
		£10	7 1

Shipped in good order and condition, by Brown, Shipley & Co., of Liverpool, in and upon the good ship or vessel called the Martha, whereof Rich is master for this present voyage, now lying in the port of Liverpool, and bound for Charleston, twenty-eight casks, one case hardware, being marked and numbered as in the margin, and are to be delivered in the like good order and condition, at the aforesaid port of Charleston, (all and every the dangers and accidents of the seas and navigation of whatsoever nature and kind excepted,) unto Messrs. Roosevelt, Hyde & Clark, or to their assigns; he or they paying freight for the said goods at the rate of twenty shillings, British sterling, per ton of forty cubic feet for hardware, with five per cent. primage and average accustomed, payable at the rate of 480 cents per pound sterling.

In witness whereof the master or purser of the said ship or vessel hath affirmed to three bills of lading, all of this tenor and date, one of which being accomplished the rest stand void.

Dated in Liverpool, this 7th September, 1847.

RICHARD RICH.

Weight and contents unknown.

A.

THE STATE OF SOUTH CAROLINA,
City of Charleston.

We, the undersigned, William C. Courtney and William D. Gilleland, merchants and residents of the city of Charleston aforesaid, do hereby certify and make known unto all whom it may concern, that at the request of Messrs. Roosevelt, Hyde & Clark, we did on the day of November last, repair to the store in the said city of Charleston, and then and there did carefully examine and survey the goods mentioned in the specification on the other side written, which were shewn to us as having been landed from the ship Martha, of Boston, Richard Rich, master, on her late arrival at this port from Liverpool; that we found the whole of the said goods to be damaged by salt dampness, the extent of which damage we estimated at the respective rates mentioned on the other side, and we concurred in recommending an early sale thereof at public auction, for account of whom it may concern. And we do further certify, that if the said goods had been landed in a sound and merchantable state, they would be worth in this market at the present time, for cash, the amount of one hundred and fifty-five dollars, as per within specification.

Witness our hands at Charleston aforesaid, the second day of December, in the year 1847.

W. C. COURTNEY,
W. D. GILLELAND.

Be it known, that on the second day of May, in the year of our Lord one thousand eight hundred and forty-eight, before me, William B. Heriot, a notary public, duly commissioned and sworn under the authority of the said State, and dwelling and practising in the city of Charleston aforesaid, personally came William C. Courtney and William D. Gilleland above named, who being duly sworn according to law, did severally declare and say, that the facts set forth in the foregoing certificate, signed by them, are all strictly true.

In testimony whereof I have hereunto set my hand and notarial seal at Charleston aforesaid, the day and year last above mentioned.

2980.

Specification of goods landed from ship Martha from Liverpool, within mentioned and surveyed.

Marks and numbers.	Packages.	Damaged contents.	Estimated rate of damage.	Cash value if sound.
RH&Co †112	Cask	3 doz. pocket knives, 998, 6s.3; 977, 4s 9..... 6 do do do 6846½, 1s.8..... 9 do hand saw files, 4½, 1s.5..... 3 do do do 3½, 1s.5.....	20 p. ct.	30 00
RH&Co †96	Cask	6 prs. brass candlesticks, 525, 1s.7; 497, 1s.9; 494, 1s.11; 448, 2s.6..... 50 prs. chamber do ea., 4½, 7s.; 5, 7s.6; †1314. 40 do do do do 5½, 8s.6..... 30 do do do do 4, 6s.6..... 25 do do do do 6, 9s.6.....	75 p. ct.	125 00
				$155 00

B.

THE STATE OF SOUTH CAROLINA,
City of Charleston.

We, the undersigned, Samuel N. Hart and Henry F. Strohecker, hardware merchants, and residents of the city of Charleston aforesaid, do hereby certify and make known, unto all whom it may concern, that at the request of Messrs. Roosevelt, Hyde & Clark, we did on the day of November last past, repair to their store in the said city of Charleston, and then and there did carefully examine and survey the goods mentioned in the specification on the other side written, which were shown to us as having been landed from the ship Martha of Boston, Richard Rich, master, on her late arrival at this port from Liverpool; that we found the whole of the said goods to be damaged by salt dampness, which damage we estimated at fifty per cent., and we concurred in recommending an early sale thereof at public auction, for account of whom it may concern. And we do further certify, that if the said goods had been landed in a sound and merchantable state, they would be worth in this market at the present time, for cash, an advance of one hundred per cent. on the sterling cost thereof, amounting, as per statement on the other side, to two hundred and seventy-nine dollars 44 cents.

Witness our hands at Charleston aforesaid, the second day of December, in the year 1847.

H. F. STROHECKER,
S. N. HART.

Be it known, that on the second day of May, in the year of our Lord one thousand eight hundred and forty-eight, before me, William B. Heriot, a notary public duly commissioned and sworn under the authority of the said State, and dwelling and practising in the city of Charleston aforesaid, personally came Samuel N. Hart and Henry F. Strohecker, above named, who being duly sworn according to law, did severally declare and say, that the facts set forth in the foregoing certificate signed by them are all strictly true.

In testimony whereof I have hereunto set my hand and notarial seal at Charleston aforesaid, the day and year last above mentioned.

[L. S.]

WILLIAM B. HERIOT,
Notary Public.

Specification of goods landed from ship Martha from Liverpool, within mentioned and surveyed.

Marks and Nos.	Packages.	Damaged contents.	Esti'ated rate of damage.	Invoice sterling cost.	Cash value if sound.
RH & Co. $110	Cask.	3 doz. razors, 1471, 19s.; 1401, 5s. 3d.....	.....	£3 12 9	
		2 " " 1409, 8s. 3d.; 1400, 4s. 6d...	.....	1 5 6	
		1 " " 1405, 7s. 9.; 1416, 7s. 6d.; 1422, 10s.; 7315, 13s. 6d.; 7307, 10s. 6d.	.....	2 9 3	
		2 1/20 doz. pocket knives, 4300, 11s. 6d.....	.....	1 8 9	
		1 1/20 " " " 5840, 8s. 6d.....	.....	0 12 9	
		2 " " " 5404, 4s. 3d.; 5635, 8s. 6d.; 5547, 7s. 3d.; 5735, 5s. 6d.; 5801, 7s. 9d.; 5738, 5s. 6d.....	.....	3 17 6	
		3 doz. pocket knives, 5377, 2s. 4d.....	.....	0 7 0	
		3 1/20 gross table knives, 6875 1/2, 9s. 6d.....	.....	1 13 3	
		" " 6877 1/2, 14s.....	50 pr. ct.	0 7 0	
		1 1/20 " " 6881 1/2, 14s. 6d.....	.....	1 1 9	
		2 " " 7106 1/2, 26s.....	.....	2 12 0	
		2 " " 7108 1/2, 28s.....	.....	2 16 0	
		5 " " 6874 1/2, 5s. 6d.....	.....	1 7 6	
		1 1/20 " " 6899 1/2, 18s. 6d.....	.....	1 7 9	
		1 1/20 " " 6877 1/2, 14s.....	.....	1 1 0	
		1 1/20 " " 6902 1/2, 19s. 6d.....	.....	1 9 3	
		5 1/20 " " 6880 1/2, 14s. 6d.....	.....	3 19 9	
		Total sterling cost.....	.....	31 8 9	
		Add 100 per cent.....	.....	31 8 9	
		Cash value in Charleston if sound.....	.....	62 17 6	
		Equal, at the par of exchange, to.....	.....	.....	$279 44

2951.

C.

Sales of hardware damaged on board of ship Martha, on her voyage from Liverpool to this port, on account of all concerned, by order of Messrs. Roosevelt, Hyde & Clark.

†110 1401	Henry	3	doz. razors	36	11	$4	14
1471	Thompson	3	" "	36	30	10	80
1400	Sluhr	2	" "	24	10½	2	52
1409	Vandohlen	2	" "	24	19	4	56
1405	Fisher	1	" "	12	17	2	04
1422	Thompson	1	" "	12	26	3	12
1410	Do	1	" "	12	19	2	28
7315	Do	1	" "	12	29	3	48
7307	Do	1	" "	12	28	3	36
4300	McAlister	2½	doz. pocket knives	30	21	6	30
5840	Cook	1½	" "	18	25	4	50
5404	C. Dunn	2	" "	24	10	2	40
5635	Do	2	" "	24	18	4	32
5547	Bonner	2	" "	24	18	4	32
5735	Cook	2	" "	24	18	4	32
5801	C. Dunn	2	" "	24	17	4	08
5738	Do	2	" "	24	22	5	28
5377	Do	2 and 11-12ths	"	35	7	2	45
†112 998	Harvey	3	" "	36	10½	3	78
977	Bonner,	3	" "	36	10	3	60
6846½	Gruber	6	" "	72	5	3	60
	J. Cook	12	doz. hand saw files	12	30	3	60
$110 6875½	Gruber	3½	gross table knives	42	20	8	40
6881½	Cook	1½	" " "	18	35	6	30
7106½	Thompson	2	" " "	24	67½	16	20
7108½	Do	2	" " "	24	70	16	80
6874½	Henry	5	" " "	60	11	6	60
6899½	Do	1½	" " "	18	42½	7	65
6877½	Bonner	2	" " "	24	34	8	16
6902½	Heyd	1½	" " "	18	40	7	20
6880½	Maris	5½	" " "	66	39½	24	75
†96	Thompson	24	pr. brass candlesticks, 525, 497, 494, 448	24	35	16	80
			Amount carried forward			$207	71
			Amount brought forward			207	71
406 in.	Heyd	195	pr. brass candlesticks	390	14	54	60
						$262	31
			CHARGES.				
			Advertising		590		
			Extra labor preparing sale		113		
			Tax and commission 7 per cent		1836		
						25	39
			Nett proceeds			$236	92

E. E.—Charleston, December 17th, 1847.

DICK & CREWS.

STATE OF SOUTH CAROLINA,
City of Charleston.

Personally appeared James Dick, one of the firm of Dick & Crews, duly appointed auctioneers, who being duly sworn, maketh oath and saith, that the above account of sales at auction is in all respects strictly just and true.

JAMES DICK.

Sworn to before me this 2d day of May, 1848.

WILLIAM B. HERIOT,
Notary public.

D.

DISTRICT OF CHARLESTON.

I, Joel Stevens, appointed by Roosevelt, Hyde & Clark, do solemnly swear, that I will diligently and faithfully inspect and examine such goods, wares, or merchandise, as the collector shall direct to be produced to be inspected and examined, and shall truly report and declare, to the best of my knowledge and belief, the true damage such goods, wares, or merchandise has sustained during the voyage; and that I have no direct or indirect interest in the case, so help me God.

JOEL STEVENS.

THO. D. JERVEY, *Dy. collector.*

November, 1847.

DISTRICT OF CHARLESTON.

We, John Bryan and Arthur F. Holmes, appointed under the act of Congress of 20th of April, 1818, for the port of Charleston, and duly sworn as prescribed by said act, and Joel Stevens, merchant, appointed by Roosevelt, Hyde & Clark, importer or consignee of certain goods, wares, or merchandise, as are hereafter specified, and which were imported from Liverpool in the ship Martha, whereof R Rich is or was master; the said Joel Stevens, merchant, having been sworn in like manner, and also that he has no direct or indirect interest in the case, have inspected and examined the said goods, wares, or merchandise, and we do report and declare, to the best of our knowledge and belief, that the damage affixed by us is just, and was sustained during the voyage of importation.

2942.

Marks.	Nos.	Description of merchandise.	Cost and charges.	Rate of damage.	Amount of damage on cost & charges.
RH & Co.	110	One cask cutlery.....	102 15 2		
		Charges.....	6 3 2		
			108 18 4	10 p. ct..	£10 17 10
"	96	One cask brass candlesticks.....	8 6 8		
		Charges.....	0 10 0		
			£8 16 8	75 p. ct..	6 12

(Signed) JOEL STEVENS.
JOHN BRYAN,
ARTHUR F. HOLMES,
U. S. Appraisers.

I certify the above to be a true copy of the original on file in this office. 2d May, 1848.

THOS. D. JERVEY, *D'y coll'r.*

Statement of abatement of duties on goods damaged on board ship Martha, consigned to Roosevelt, Hyde & Clark.

Amount of damage allowed on RH & Co., †110, 1 cask cutlery - - - - - -	£10 17 10
And on RH & Co., †96, cask brass candlesticks -	6 12 6
Amount of damage allowed -	£17 10 4
At $4.84 pr. £ sterling, $84 $\frac{78}{100}$, *a* 30 p. c. abtmt. of duty - - - - - -	$25 43

Ship Martha, Richard Rich, master,
To Roosevelt, Hyde & Clark, Dr.

For loss on 3 packages of hardware damaged on board of said ship on her late voyage from Liverpool to Charleston, by the drainings of salt stowed over them in the between decks, viz., cash value in Charleston, if sound, of sundry damaged goods in two casks, RH&Co. †112 & 96, as per certificate of W. C. Courtney and W. D. Gilleland herewith, marked A - - - -	$155 00
And of sundry damaged goods in cask RH&Co † 110, as per certificate of S. N. Hart and H. F. Strohecker herewith, marked B - - - - -	279 44
	$434 44

But being damaged the said goods were sold at auction for account of whom it may concern, as per account sales of Dick and Crews herewith, marked C - - -	236 92
Amount of loss - - -	$197 52
Deduct abatement of duties allowed at custom-house, as per statement herewith, marked D - - -	25 43
Amount of claim - - -	$172 09

Charleston, S. C., 2d May, 1848. Adjusted by

[GR] † V	18	cask	7	0			
	19	"	7	10			
	23	"	21	5			
	24	"	54	7			
	29	case	6	9			
	33	cask	8	0			
	4	"	9	4			
	5	"	11	10			
	6	"	9	4			
	7	"	11	9			
	8	"	11	9			
	9	"	11	9			
	40	"	9	4			
	1	"	9	4			
	2	"	10	11			
	43	"	10	2			
	45	"	11	4			
			219	5	a 6d foot	£5	9 9
32 cask.....			33	9	a 4½ "	0	12 8
						£6	2 5
Primage.....						0	6 1
						£6	8 6

Shipped in good order and condition by Feesden, Brothers & Co., of Liverpool, in and upon the good ship or vessel called the Martha, whereof Rich is master for this present voyage, and now lying in the port of Liverpool, and bound for Charleston, sixteen casks, one case, of hardware, one cask hollow ware, being marked and numbered as per margin, and are to be delivered in like good order and condition at the aforesaid port of Charleston, (all and every the dangers and accidents of the seas and navigation of whatsoever nature and kind excepted,) unto Mr. George Robinson, or to his assigns, he or they paying freight for the said goods at the rate of twenty shillings per ton of forty cubic feet for hardware; fifteen shillings sterling per ton of forty cubic feet for hollow ware, with five per cent. primage and average accustomed, at 480 cents per pound sterling.

In witness whereof the master or purser of the said ship or vessel has affirmed to two bills of landing, all of this date and tenor, one of which being accomplished, the rest to stand void. Dated in Liverpool, this 9th day of September, 1847. Contents unknown.

R. RICH.

29 83

Duplicate of one case of guns and one cask vices, imported in ship Martha, Rich, master, from Liverpool, on account of George Robinson, of Humburg, S. C.

[GR] V 29	Case—8 double guns, twisted barrels, steel locks and bore, patent breeches, holes, barrels, 32 to 34 in. long, 11s 16; box No. 4046 D, a 54s.	21 12 0	
	8 steel mounted Wesley pattern double guns, twisted barrels, sham bore, and London inlaid in silver in old English on rib; E. S. cap large oval nipple, bore ass., 32 to 34 in. long, 11s.16; box No. 4046 D, 48s.....	19 4 0	
			40 16 0
	Nathaniel Van Wort, Son & Co. on locks, London fine twist on barrels.		
Cask 24	8 bright face Smith's vices, ass'd, Wt, 3 0 16 a 3½.	5 2 8	
	6 black do do do do Wt, 2 0 13....	2 16 3	
	6 bright collu keyed, Wt, 2 0 16 4.....	4 0 0	
		£11 18 11	
	Discount 20 per cent.....	2 7 9	
			9 11 2
			£50 7 2
	Add 100 per cent.....		50 7 2
			£100 14 4
	Reduced to our currency at 484 to pound sterling is $487 47.....		$487 47
	By nett sales of same at auction.....	281 03	
	By return duties.....	32 75	
	By amount of freight bill.....	32 04	
			345 82
			141 65
	Add freight which was paid this day, 5th May, 1848.....		32 04
			$173 69
	Ship Martha and owners, to S. Mowry & Son.		
	For damage on 1 cask vices and 1 case guns, marked [GR] V 24 and 29, as per statement annexed.....		$173 69

I certify this to be a true extract from the original invoice on file in this office. Collector's office, Charleston, 19th May, 1848.

THOS. D. JERVEY,
Deputy collector.

We, the subscribers, having been called on by S. Mowry & Son, to examine a cask of vices, marked [G R, V] number 24, received by the ship Martha, R. Rich, master, from Liverpool, do hereby certify, that we found the said cask damaged, in our opinion, twenty-five per cent.; and if it had been sound and undamaged, we would value it at 100 per cent. on the nett sterling cost, and that we recommend the said cask to be sold at auction on account of all concerned.

J. ELLISON ADGER,
WM. L. TIMMONS.

Charleston, December 6th, 1847.

We, the subscribers, having been called on by S Mowry & Son, to examine a case of guns marked [G R, V] number 29, received by the ship Martha, R. Rich, master, from Liverpool, do hereby certify, we found the said case damaged, in our opinion, thirty-five per cent., and if it had been sound and undamaged, we would value it at 100 per cent on the nett sterling cost, and we recommend the case to be sold at auction on account of all concerned.

J. ELLISON ADGER,
T. TUPPER.

Charleston, Dec. 4, 1847.

Sales at auction of two packages hardware, marked and numbered as in the margin, imported in and damaged on board ship Martha, Rich, master, on her voyage from Liverpool to this port, and sold on account of all concerned, by order of George Robinson, merchant of Hamburg, S. C.

[GR V †29	Mowry,	1 cask vices, 817 lbs a.....	9½	77 61
†29	Bryce, W. & Co.	4 guns, †4046 a.....	13	54 00
"	Giles,	1 " "	....	13 00
"	Lambert,	2 " "	12	24 00
"	Dunn,	1 " 4046.....	....	10 50
"	Gibbs,	1 " 4048.....	....	12 00
"	De Settre,	1 " 4048.....	....	16 75
"	D. Harbers,	1 " 4048.....	....	16 75
"	Richards,	2 " 4048.....	16½	33 00
"	Mathusson,	1 " 4048.....	....	16 50
"	Follen,	1 " 4048.....	....	16 50
"	Lambert,	1 " 4048.....	....	16 50
				$307 11
		CHARGES.		
		Advertising, $3 90; gunsmith and labor, 68 cts.....$4 58		
		Commissions and tax, 7 per cent.....21 50	....	26 08
				$281 03

Charleston, Dec'r 17, 1847. A. TOBIAS.

2914.

1599 bars, weighing 205 0 1 19			
At 15s. per ton,	£153	15	0
Primage - - -	7	13	9
	£161	8	9
Freight 3 60 per ton, and 5 per cent primage. - - - - -	$774	90	

1272 bars, 17½ feet long,
328 " 15 " "
Not accountable for rust.
Two bars in dispute, if on board to be delivered.

Shipped in good order and condition by Palmer, Mackillop, Dent & Co., in and upon the good ship or vessel called the Martha, whereof Rich is master for the present voyage, and now lying in the port of Liverpool, and bound for Charleston, viz: One thousand five hundred [and] ninety-nine bars railway iron, being marked and numbered as per margin; and are to be delivered in the like good order and condition at the aforesaid port of Charleston, (all and every the dangers and accidents of the seas and of navigation of whatever nature and kind excepted,) unto Col. Gadsden, President [of the] South Carolina railway, or to his assigns; he or they paying freight for the said goods at the rate of fifteen shillings per ton, with average accustomed, at $4 80 per £ sterling, five per cent. primage.

In witness whereof the master or purser of the said ship or vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished, the others to stand void.

Dated in Liverpool, this first day of September, 1847.

Weight unknown to

RICH'D RICH.

Invoice of railway iron, shipped at Liverpool per Martha, Rich, for Charleston, consigned there to Col. Gadsden, President [of the] South Carolina Railway Company, for account said company.

From British Iron Company for cash.						
T. rails.	Tons.					
1272 bars, 17½ feet, weighing 327 " 15 " "	205 01 19, £9 19s. per ton				2039	19 2
Extra for cutting notch in base of rails, 2s. 6d. per ton					25	12 6
					£2065	11 8
CHARGES.						
Liverpool dock and town duty			7	13 9		
Porterage			2	0 0		
Bills of lading			0	2 3		
Mr. Dalglish's charge for inspecting, 1s. per ton			10	5 0		
Insurance on £2301, a 2¼ per ct., £23; duty, &c., 11s. 6d.			23	11 6		
Commissions on £2109 4s. 2d. at 2½ per ct			52	14 7	96	7 1
Cash 7th August, 1847					£2161	18 9

Errors excepted. London, 10th September, 1847.

PALMER, MACKELLOP, DENT & CO.

THE STATE OF SOUTH CAROLINA,
City of Charleston.

We, the undersigned, James M. Stocker and Henry Cobia, merchants and residents of the city of Charleston aforesaid, do hereby certify and make known, unto all whom it may concern, that at the request of the president of the South Carolina Railroad Company we did, on the 14th of December instant, repair to the railroad depository, and then and there did carefully examine and survey fifteen hundred and ninety-nine (1599) iron railway bars, which were shown to us as having been landed from the ship Martha, of Boston, Richard Rich, master, on her late arrival at this port from Liverpool; that we found the said bars to be all more or less damaged by rust and corrosion, the extent of which damage we estimate and assess as fully equal to thirty-seven and a half per cent. (37½ p. ct.) of the invoice value of the same.

Witness our hands at Charleston aforesaid, the sixteenth day of December, in the year one thousand eight hundred and forty-seven.

Done in duplicate.

JAMES M. STOCKER,
HENRY COBIA.

Be it known, that on the sixteenth day of December, in the year of our Lord one thousand eight hundred and forty-seven, before me, William B. Heriot, a notary public, duly commissioned and sworn, under the authority of the said State, and dwelling and practising in the city of Charleston aforesaid, personally came James M. Stocker and Henry Cobia, above named, who being duly sworn, according to law, did severally declare and say, that the facts set forth in the foregoing certificate signed by them are all strictly true.

In testimony whereof I have hereunto set my hand and notarial seal at Charleston aforesaid, the day and year last above mentioned.

[L. S.] WILLIAM B. HERIOT,
Notary Public.

DISTRICT OF CHARLESTON.

I, Tristram Tupper, appointed by South Carolina Railroad Company, do solemnly swear, that I will diligently and faithfully inspect and examine such goods, wares, or merchandise, as the collector shall direct to be produced to be inspected and examined, and shall truly report and declare, to the best of my knowledge and belief, the true damage such goods, wares, or merchandise has sustained during the voyage, and that I have no direct or indirect interest in the case, so help me God.

(Sig'd) TRISTRAM TUPPER.
THOMAS D. JERVEY,
D'y Collector.

November, 1848.

DISTRICT OF CHARLESTON.

We, John Bryan and Arthur F. Holmes, appointed under the act of

Congress of 20th April, 1818, for the port of Charleston, and duly sworn, as prescribed by the said act, and Tristram Tupper, merchant, appointed by the South Carolina Railroad Company, importer or consignee, *or* certain goods, wares, or merchandise, as are hereafter specified, and which were imported from Liverpool in the ship Martha, whereof Rich is or was master; the said Tristram Tupper, merchant, having been sworn in like manner, and also that he has no direct or indirect interest in the case; have inspected and examined the said goods, wares, or merchandise, and we do report and declare, to the best of our knowledge and belief, that the damage affixed by us is just, and was sustained during the voyage of importation.

Fifteen hundred and ninety-nine bars T iron rails	-	£2065 11 8
Charges	-	59 12 8
		2125 04 4

£2125 4 4 at 25 p. ct. - £531 6 1

Signed TRISTRAM TUPPER.
JOHN BRYAN,
ARTHUR F. HOLMES,
U. S. appraisers.

I certify the above to be a true copy of the original certificate of damage on file in this office.

Collector's office, Charleston, So. Ca., 30th May, 1848.

[L. S.] THOMAS D. JERVEY,
D'y Collector.

Duty that would have accrued on 1599 bars railroad iron, imported in the ship Martha, from Liverpool, had the same not been damaged:

Amount of invoice.	Rate of duty.	
£2,125 4 4 or $10,286 04	*a* 30 p. ct. -	- $3,085 81
Damage awarded by U. S. appraisers - 2,571 51	*a* 30 p. ct. -	- 771 45
Amount of duties actually paid	-	- $2,314 36

I hereby certify that there has been refunded to the South Carolina Railroad Company seven hundred and seventy-one $\frac{45}{100}$ dollars on account of damage sustained during the voyage of importation on fifteen hundred and ninety-nine bars railroad iron, per ship Martha, Rich, master, from Liverpool.

[L. S.] Collector's office, Charleston, South Carolina, 30th May, 1848.

THOS. D. JERVEY,
D'y Collector.

Mem. of invoice of 1599 *bars of railway iron, per ship Martha, from Liverpool, Eng.*

1599 bars, weigh'g 205 tons 0 cwt. 1 qr. 19 lbs. *a* £9 19 pr. ton of 2240 pounds - - - - £2039 19 2

Extra for cutting notch in base of rail *a* 2s. 6 pr. ton -		25 12 6
		2065 11 8
Charges including inspection and insurance - -		96 7 1
		£2161 18 9
Or - - - - - -		$9608 59
Add exchange 9 p. ct. - - - -	$864 77	
Wharfage - - - - - -	31 79	
Freight 15s. pr. ton and 5 p. ct. primage -	774 90	
Duty on invoice, excluding inspection and insurance charge, 30 p. ct. on $10,286 04 $4 84 to £ - - - -	3085 81	
		4757 27
Total cost -		$14,365 86

Ship Martha & Owners, Capt. Rich—

1847 *To the South Carolina R. R. Co.*

Dec'r. For damage on above iron as per (mem. of invoice) survey on $14,365 86 *a* 37½ p. ct. - - - -	5387 20
Less allowance made by custom-house for damage -	771 45
	$4615 75

Exhibit B.

THE UNITED STATES OF AMERICA,

South Carolina district court.

In the admiralty.

Commission to examine witnesses in Boston.

To John P. Bigelow and Allen C. Spooner, greeting:

Whereas a certain cause is now depending in the said district court, wherein the ship Martha and owners, viz., Abraham Rich and James Harris, are respondents, and Lambert & Brothers et al., are libellants. And it being necessary to the investigation of the said cause, that certain persons resident in Boston, Massachusetts, should be examined on certain interrogatories: Now, know ye, that in confidence of your prudence, ability, and integrity, you are by these presents appointed, and full power and authority are given hereby to you, or any two or more of you, diligently to examine all witnesses whatsoever, upon certain interrogatories to be exhibited to you, as well as on the part of the said libellants as on the part of the said respondents, or either of them; and, therefore, you, or any two or more of you, are hereby authorized and required, on certain days and at certain places to be appointed by you for that purpose, to cause the said witnesses to come before you, and

3916.

then and there to examine each of them apart on the said interrogatories, on their respective corporal oaths first taken before you, or any two or more of you; and to take such their examinations, and reduce them to writing on paper; and when you shall have so taken them, to send the same to the clerk of the said court, closed up and under your seals, distinctly and plainly set, together with the said interrogatories and this writ. And you and every of you are hereby further required, that before you act in, or be present at, the swearing or examination of any witness or witnesses, you do severally take the oath first specified in the schedule hereunto annexed; and you, or any two or more of you, are hereby authorized and empowered, jointly or severally, to administer such oath to the rest, or any other of you; and you are hereby further authorized and required, jointly and separately, to administer the oath last specified in the said schedule hereunto annexed, to all and every of the clerks or clerk employed in taking, transcribing, or engrossing the deposition or depositions of witnesses so examined by virtue of these presents, before they or he shall be permitted to act as clerks or clerk, or be present at such examination.

Witness Robert B. Gilchrist, judge of the United States for South Carolina district, this 17th day of July, in the year of our Lord one thousand eight hundred and forty-eight, and in the 73d year of the sovereignty and independence of the United States of America.

H. Y. GRAY,

[L. S.] *District clerk, S. C. dist.*

Commissioner's oath.

You shall, according to the best of your knowledge, truly, faithfully, and without partiality to any or either of the parties in this cause, take the examination and deposition of all and every witness and witnesses, produced and examined by virtue of the commission hereunto annexed, upon the interrogatories now produced and left with you; and you shall not publish, disclose, or make known to any person or persons whatsoever, except the clerk or clerks by you employed, and sworn to secrecy in the execution of this commission, the contents of all or any of the depositions of the witnesses, or any of them, to be taken by you and the other commissioners in the commission named, or any of them, by virtue of the said commission, until publication shall pass by rule or order of the court aforesaid. So help you God.

Clerk's oath.

You shall truly, faithfully, and without partiality to any or either of the parties in this cause, take and write down, transcribe and engross, the depositions of all and every witness and witnesses produced before and examined by the commissioners, or any of them, named in the commission hereunto annexed, as far forth as you are directed and employed by the said commissioners, or any of them, to take and write down and engross the said depositions, or any of them; and you shall

not publish, disclose, or make known, to any person or persons whatsoever, the contents of all or any of the depositions of the witnesses, or any of them, to be taken or written down, transcribed or engrossed, by you, or whereto you shall have recourse or be any ways privy, until publication shall pass by rule or order of the court aforesaid. So help you God.

Instructions for the commissioners.

The commissioners must first attend to the instructions contained in the commission; after which, when they are proceeding to business, they will put the first interrogatory to the first witness produced, and set down his answer thereto on the sheet entitled "deposition of witnesses sworn and examined," &c., &c.; when done with this, they will put the second interrogatory, and set down his answer to that also; and so on, till they have finished putting the interrogatories to him. They will then proceed to examine such other witnesses as may be produced, in which case they will entitle their depositions in the same manner as those of the first, with the difference of the party's name, age, &c., &c. They will then fix and seal the several sheets together, and set their hands and seals at the bottom of the whole, and their hands to each sheet, leaving the covering sheet on the outside of the whole; then enclose the whole, commission and all, in a large paper, well sealed up with their seals, with their names affixed thereto; and having first endorsed the packet, on a corner thereof, with the names of the parties, in the same manner as is done on the covering sheet of the depositions, direct the same to H. Y. Gray, district clerk, South Carolina district, at Charleston.

N. B. Should the sheets annexed not be sufficient, the commissioners can easily tack others thereto, putting the covering sheet over the whole, and two of the commissioners will be sufficient to take the examination.

BENJ'N F. HUNT & SON,
Proctors for respondents.

Interrogatories.

Interrogatories to be administered to Charles Brooks, Joseph West, and James Butler, merchants, residing in Boston.

To be administered to each witness individually.

1st. First interrogatory. Are you engaged in the hardware business, and are you in the habit of importing hardware and cutlery from England; how long have you been engaged in the business, and what opportunities have you for knowing the cost of importation.

2d. Second. State fully and distinctly what it cost in November, 1847, to import hardware and cutlery; what per centage on the prime cost would pay for importing it?

3d. Third. Do you know if it is the custom of merchants, in case hardwares arrive in a damaged state, to sell the good and damaged together, or to separate the damaged, and sell them separately?

4th. Have you any knowledge as to the custom of merchants when adjusting the damage on goods? Does the importer receive only the prime cost and charges upon the article imported, or is it customary to pay him a prospective profit?

5th. Fifth. If those who are liable to pay for the damage to goods should pay any prospective profits, would he not be in the nature of one who insures a profitable market?

6th. Sixth. Do you know any other matter or thing touching the above interrogatories, and not answered fully; if you do, answer fully and at large, and in estimating the expenses over and above the invoice, which are to be added to fix the cost of Liverpool ware to the importer in America, state the items.

LAMBERT & OTHERS
vs.
SHIP MARTHA.

Cross interrogatories for Charles Brooks, Joseph West, James Butler, Cornelius Bremhall, George Baker, and David Gardener, witnesses produced and sworn on the part of the defendants.

Libellants object to the questions as calling for the witnesses' opinion and judgment on a question of law. Subject to such objection they propound the following questions:

1st. First cross. If you answer the 3d, 4th, 5th, and 6th interrogatories, say whether you speak of a custom of Boston, or of a general custom.

2d. Second cross. Do you know any judicial decisions on the matter of assessing the damage to be paid by the shipowner on goods injured by the default of the carrier; or, more particularly, do you know of any decision on the points, that the liability of the carrier is confined to the difference between the prime cost and the actual sales of the goods? If yea, refer to them in print; if not in print, annex a copy of such decisions.

3d cross interrogatory. Have you ever practised law; have you ever taken lectures or pursued any course of study in any school or college on the subject of the law merchant?

4th. Fourth cross. Do you consider yourself qualified to give evidence of what the law is as between freighter and carrier in case of damage to the freight?

5th. Fifth cross. If you speak of any local customs in answer to the third interrogatory, say what the measure of redress is according to said custom when goods are lost or spoiled by the neglect of a carrier by land.

6th. Sixth cross. Do you know any thing more tending to show, that in case of goods lost by default of the carrier, the measure of redress is the difference between the price of such damaged goods and goods in a sound state?

PETIGRU & LESESNE.

Deposition of Charles Brooks, of Boston, in the county of Suffolk, merchant, aged fifty-two years, a witness sworn and examined by us, under and by virtue of the annexed commission, upon the interrogatories and cross interrogatories thereto appended:

1st. First. To the first interrogatory he says:

I am engaged in the hardware business, and am in the habit of importing hardware and cutlery from England, and have been so engaged for twenty-five years. I have imported hardware and cutlery every year of that time; and have attended to the same personally, and have had continual opportunities of knowing the cost of importation.

2d. Second. To the second interrogatory he says:

The cost of importing hardware varies very much, depending very much on the articles imported, whether they are bulky and coarse articles, which require large casks or packages, and consequently pay more freight, and other expenses are larger, while finer articles can be imported at a less advance, and I should say that some articles called hardware would cost fifty per cent. on prime cost to import, while others under the same name would cost one hundred per cent. The average cost I estimate fifty-five per cent. on cutlery and tools, and seventy per cent. on hardware goods generally, including all charges.

3d. Third. To the third interrogatory he says:

I do not know of any custom where hardware goods arrive in a damaged state, to sell the good and damaged together; but, on the contrary, the custom is to separate them and sell the damaged goods separately.

4th. Fourth. To the fourth interrogatory he says:

I have no knowledge of the custom of merchants in adjusting the damage on goods, except between importers and insurers; I am continually importing myself, and have had goods damaged frequently, and have been often called upon to arbitrate between importers and underwriters; it is usually agreed in the policy that the pound sterling is estimated at five dollars, though sometimes it is put as high as six and seven dollars by the policy; when fixed at five dollars, it would, in my judgment, about cover prime cost and actual charges; of course, if fixed higher, all above that rate would afford the assured a profit; the value of the pound sterling being fixed by the policy, the damaged goods are separated and are paid for at the invoice price, which includes all charges in England, and nothing further.

5th. Fifth. To the fifth interrogatory he says:

I should think he or they would be in the nature of insurers of a profitable market.

6th. Sixth. To the sixth interrogatory he says:

I do not think of any thing further; in estimating the expenses by which I understand the cost of importation, the following items are added to the nett invoice price, viz., packages, such as casks, boxes, &c., export duty, expenses of shipping, bills of lading, and all other charges at Liverpool; also five per cent. commission, paid to the purchaser of goods in the places where they are manufactured; also insurance, du-

ties, freight, and advance of exchange; the last four items would not go into an estimate between importers and insurers.

Cross interrogatories.

1st. First cross. In answer to the first cross interrogatory he says:

I speak of the custom of Boston alone.

2d. Second cross. In answer to the second cross interrogatory he says:

I have no knowledge upon the matters embraced in this interrogatory.

3d. Third cross. To the third cross interrogatory he says:

I am not a lawyer, nor have I attended any course of law lectures.

4th. Fourth cross. To the fourth cross interrogatory he says:

I do not consider myself qualified to give evidence of what the law is on the point in question.

5th. Fifth cross. To the fifth cross interrogatory he says:

I cannot answer as to the measure of redress in the case of goods lost or spoiled by a carrier by land.

6th. Sixth cross. To the sixth cross interrogatory he says:

The question is so worded that I do not feel competent to answer it.

CHARLES BROOKS,
JOHN P. BIGELOW,
ALLEN C. SPOONER.

The deposition of James Butler, of Boston, merchant, of the age of forty-six years, a witness sworn and examined before John P. Bigelow and Allen C. Spooner, upon the several interrogatories and cross interrogatories appended to the annexed commission.

1st. First. To the first interrogatory he answers as follows:

I am engaged in the hardware business, and am in the habit of importing hardware from England; have been engaged in the business about twenty years, and know the cost of importation from long experience and the habit of receiving a number of importations every year.

2d. Second. To the second interrogatory he says:

The cost of importing hardware in November, 1847, depended, as it always does, much upon the bulk and value of the articles imported; I class my importations under two heads, Sheffield and Birmingham; those coming from Sheffield comprising files, saws, table cutlery, and pocket cutlery, I reckon to cost fifty-two and a half per cent. on an average; but pocket cutlery costs fifty-seven per cent., owing to a higher commission being charged upon it in Sheffield; Birmingham goods are generally of a more bulky description, and the cost of importation greater; the cost of such a variety as I import, which is very miscellaneous, ranges from fifty per. cent. to one hundred per cent., and averages about 65 or 67½ per cent.; on the whole, the cost depends very much upon the proportion which bulky articles of small value bear to small parcels of great cost.

3d. Third. To the third interrogatory he says:

The practice here is usually to separate the damaged articles and sell them separately.

4th. Fourth. To the fourth interrogatory he says:

The practice varies according to the terms of the policy; some importers insuring at the rate of five dollars the pound sterling, and others at six and more; the basis of the settlement is the footing of the original invoice without any addition; and the computation is made at five dollars, or any other sum per pound sterling according to the contract; if the pound is reckoned at more than five dollars, it will yield a profit.

5th. Fifth. To this interrogatory he says:

It so appears to me.

6th. Sixth. To the sixth interrogatory he says:

I know nothing further touching the former interrogatories.

In answer to the cross interrogatories proposed to him in behalf of the libellants, he answers and says:

1st cross. To the first cross interrogatory he says:

In answer to the third, fourth, fifth, and sixth direct interrogatories I spoke of the custom of Boston.

2d cross. To the second cross interrogatory he says:

I know of no decision whatever touching this matter.

3d cross. To the third cross interrogatory he says:

I have never practised law, nor taken any lectures, nor pursued any course of study on the subject of the law merchant.

4th cross. To the fourth cross interrogatory he says:

I do not.

5th cross. To the fifth cross interrogatory he says:

I do not know the measure of redress for goods lost or spoiled by the neglect of a carrier by land.

6th cross. To the sixth cross interrogatory he says:

I do not.

JAMES BUTLER.

The deposition of Joseph West, of Boston, in the county of Suffolk, merchant, aged fifty-six years, taken under and by virtue of the annexed commission, and in answer to the several interrogatories and cross interrogatories thereto appended.

1st. First. To the first interrogatory he says:

I am engaged in the hardware business, and am in the habit of importing hardware and cutlery from England; have been engaged in the business more than twenty-five years, and my opportunities of knowing the cost of importation are from having imported goods every year during that period, and some years many times in a year.

2d. Second. To the second interrogatory he says:

In November, 1847, it cost to import Sheffield goods, by which I mean cutlery, from fifty to sixty per cent., and it cost to import Birmingham and Wolverhampton goods, which are the bulkier and less costly kinds of hardware, from sixty to seventy-five per cent.

3d. Third. To the third interrogatory he says:

The custom of merchants here in the case supposed is to separate the damaged goods from the sound, and sell the damaged separately.

4th. Fourth. To the fourth interrogatory he says:

I am acquainted with the custom of the merchants here in adjusting losses on goods with underwriters; whether the importer receives only the prime cost and charges upon the article imported depends upon whether he insures the pound sterling at five dollars or upwards; five dollars is the usual estimate, and covers merely prime cost and charges; if the pound sterling is rated higher, it will yield a profit accordingly; the loss is made up on the full amount of the invoice which includes prime cost, commissions to purchaser in England, packing, carriage to Liverpool, export duty, bills of lading, &c., &c.

5th. Fifth. To the fifth interrogatory he says:

I should, one who insured a prospective profit, and one who insured a profitable market, would do one and the same thing.

6th interrogatory. To the sixth interrogatory he says:

I do not think of any thing further to add; the items to be added to the invoice in fixing the loss on Liverpool ware (that is, I suppose, hardware) are given in answer to the fourth interrogatory.

In answer to the cross interrogatories proposed to him on behalf of the libellants, he says as follows:

1st cross. To the first cross interrogatory he says:

I speak only of the custom of Boston.

2d cross. To the second cross interrogatory he says:

I know nothing of any judicial decisions on the subject.

3d cross. To the third cross interrogatory he says:

I have not practised law, nor attended any law lectures.

4th cross. To the fourth cross interrogatory he says:

I do not.

5th cross. To the fifth cross interrogatory he says:

I cannot answer as to the measure of redress in case of goods lost or spoiled by a carrier by land.

6th cross. To the sixth cross interrogatory he says:

Supposing the word "lost" in the interrogatory to mean damaged, I answer that I do not know what would be the measure of redress, but should think it would be as stated in the interrogatory.

JOS. WEST.

Interrogatories to be administered to Cornelius Bramhall, George Baker, David Gardner Kauners, merchants residing in Boston; for each witness individually.

1st. First. Are you engaged in the dry goods business, and are you in the habit of importing linens and other dry goods; if yes, how long have you been engaged in the business, and what opportunities have you for knowing the cost of importing them.

2d. Second. State fully and at large what it cost in the fall of 1847, to import linens from Liverpool; what per centage on prime cost would fully cover the expense of importing them; state the items.

3d. Third. Do you know if it is the custom of merchants in case dry goods arrive in a damaged state to sell the sound and damaged together, or to separate the damaged goods and sell them separately.

4th. Fourth. Have you any knowledge as to the custom of merchants when adjusting the damage on goods; do the importers receive only the prime cost and charges for importation, or is it customary to pay them a prospective profit on their goods.

5th. Fifth. If those who are liable to pay for the damage to goods should pay any prospective profit, would he not be in the nature of one who insures a profitable market.

6th. Sixth. Do you know any other matter or thing touching the above interrogatories? If you do answer fully and at large, and give the items to be added to make up the amount which the importers is to receive fully to reimburse his outlay, having reference to an importation made in the fall of 1847; especially as to exchange.

BENJ. F. HUNT & SON.
Proctors for Respondents.

The deposition of George Baker, of Boston, in the county of Suffolk, merchant, age thirty years, taken under and by virtue of the annexed commission, and in answer to the several interrogatories and cross interrogatories appended thereto.

1st int'y. In answer to the first interrogatory said Baker says:

I am engaged in the dry goods business, and am in the habit of importing dry goods generally, but not linens; have been engaged in the business about six years, and am in the habit of receiving importations as often as once a month, and transmitting orders and receiving invoices, and attending to the business generally, such are my opportunities for knowing the cost of importation.

2d. Second. To the second interrogatory he says:

I know nothing about it.

3d. Third. To the third interrogatory he says:

I know of no custom of merchants in this particular; it depends upon the agreement between the assured and the insurer.

4th. To the fourth interrogatory he says:

I know of no custom of merchants in this particular.

5th & 6th. Fifth and sixth. To the fifth and sixth interrogatory he says:

I cannot answer.

In answer to the several cross interrogatories proposed to him on behalf of the libellants, he says as follows;

1st cross. First. To the first cross interrogatory he says:

Commissioners for the respondents in admiralty.

JOHN T. BIGELOW
ALLEN C. SPOONER.

So far as I have spoken of any custom it is that of Boston.

2d cross. To the second cross interrogatory he says:

I do not know of any judicial decisions upon the points named in the interrogatory.

3d cross. To the third cross interrogatory he says:

I have not practised law, or attended lectures on the law merchant.

4th cross. To the fourth cross interrogatory he says:

I do not.

5th cross. To the fifth cross interrogatory he says:

I cannot answer; but if I had such a case I should put it into the hands of an attorney for collection.

6th cross. To the sixth cross interrogatory he says:

I cannot understand the question nor answer it.

GEO. BAKER.

The deposition of Cornelius Bramhall, of Boston, in the county of Suffolk, merchant, of the age of thirty-seven years, taken under and by virtue of the annexed commission, and in answer to the several interrogatories and cross interrogatories thereto appended.

1st. First. In answer to the first interrogatory he says:

I am engaged in the dry goods business, and am in the habit of importing linens and other dry goods. I have been engaged in selling some twenty years, and in importing for four years. I have had four years practical experience as my opportunity for knowing the cost of importation.

2d. Second. To the second interrogatory he says:

In the fall of 1847, the outside cost of importing linens would be forty per cent. upon the prime cost. The items are, duty twenty per cent.; exchange two per cent.; commissions on the purchase two-and-a-half per cent.; banker's commission one-and-a-half per cent.; insurance one-and-a-half per cent.; freight the same; interest, &c., three per cent.

3d. Third. To the third interrogatory he says:

I know of no custom in this particular; it depends upon the extent of the damage, and the bargain which the importer can make with the underwriters.

4th. Fourth. To the fourth interrogatory he says:

This depends upon the valuation of the pound sterling in the policy. If rated at five dollars, it will about cover prime cost and charges; if at a higher rate, it will yield proportionately a prospective profit.

5th. Fifth. To the fifth he says:

I cannot answer as to this point, but should say that "those who are liable to pay a prospective profit" would in case of loss be as if they had insured a profitable market.

6th. Sixth. To the sixth interrogatory he says:

I have nothing further to add.

In answer to the several cross interrogatories proposed on behalf of the libellants, he says as follows:

1st. First. To the first interrogatory he says:

I speak of a custom of Boston, but the same items would enter into the account in any part of the United States, only that exchange would be less in the southern ports, where it habitually rules lower than in the northern.

2d. Second. To the second interrogatory he says:

I know nothing about any decisions on the subject.

3d. Third. To the third interrogatory he says:

I have never practised law, nor taken lectures in any school or college on the subject of the law merchant.

4th. Fourth. To the fourth interrogatory he says:

I do not consider myself qualified to answer any question of law whatever.

5th. Fifth. To the fifth interrogatory he says:

I cannot answer the question.

6th. Sixth. To the sixth interrogatory he says:

I do not believe that such is the measure of redress, and know of nothing tending to show it.

CORNELIUS BRAMHALL.

The deposition of David Gardner Ranney, of Boston, in the county of Suffolk, merchant, of the age of thirty-two years, taken under and by virtue of the annexed commission, and in answer to the several interrogatories and cross interrogatories thereto appended.

1st interrogatory. To the first interrogatory he says:

I am engaged in the dry goods business, and am in the habit of importing linens and other dry goods; have been engaged in the business fifteen years; have been conversant with the business of importing all that period, and such has been my opportunity for knowing the cost of importation.

2d. Second. To the second interrogatory he says:

In the fall of 1847 it cost about forty-five per cent. on the prime cost to import linens from Liverpool. The items in addition to the prime cost are, exchange two per cent.; interest six per cent.; banker's commission one-and-a-half per cent ; purchaser's commission two-and-a-half per cent.; insurance one-and-a-half per cent.; freight and shipping charges one and-a.half per cent.; cases, packing, &c., one-and-a-half per cent.; duty twenty per cent.

3d. Third. To the third interrogatory he says:

I know of no custom on the subject.

4th. Fourth. To the fourth interrogatory he says:

As between the importer and the underwriter, whether the former would or would not receive a prospective profit, would depend upon the rate at which the pound sterling was insured, whether at five dollars or more. How it would be between the importer and the carrier I do not know.

5th. Fifth. To the fifth he says:

I cannot answer.

6th. Sixth. To the sixth interrogatory he says:

I cannot answer this question further than I have done in my preceding answers.

In answer to the several cross interrogatories, proposed to him on behalf of the libellants, he says as follows:

1st cross. To the first cross interrogatory he says:

I speak of a general custom, and not the custom of Boston only.

2d cross To the second cross interrogatory he says:

I know of no judicial decision on the points named in the question.

3d cross. To the third cross interrogatory he says:

I have never practised law, nor taken lectures in any school or college on the law merchant.

4th cross. To the fourth cross interrogatory he says:

I do not consider myself qualified to give evidence on the point named in the interrogatory.

5th cross. To the fifth cross interrogatory he says:

I do not know.

6th cross To the sixth cross interrogatory he says:

I know nothing tending to shew anything of the kind.

"D. G. RANNEY."

COMMONWEALTH OF MASSACHUSETTS,
Suffolk, ss.

Before us, the subscribers, John P. Bigelow and Allen C. Spooner, the persons empowered and constituted by the annexed commission to execute the same, we having first mutually administered and taken the "commissioner's oath," as directed by the annexed commission, the said Bigelow to the said Spooner, and the said Spooner to the said Bigelow, personally appeared the within named Charles Brooks, on the eighteenth day of August now last past; and on the nineteenth day of the same August, James Butler, within named; and on the twenty-first day of the same August, Joseph West, within named; and on the twenty-fourth day of the same August, the within named George Baker; and on the twelfth day of this present month of September, the within named Cornelius Bramhall; and on the thirteenth day of the same September, the within named David Gardner Ranney, who having first duly taken their respective corporal oaths, and sworn to testify the truth, the whole truth, and nothing but the truth, in answer to the several interrogatories and cross interrogatories attached to the annexed commission, were severally examined apart on said interrogatories and cross interrogatories, and their answers are by us, or one of us, or by John J. Russell, a clerk, to whom the within "clerk's oath" had been first administered by said Spooner, reduced to writing in their presence, and by them severally subscribed in our presence; said depositions were taken to be used in a cause now depending in the district court of the United States for South Carolina district, wherein the ship Martha and owners, viz., Abram Rich and James Harris, are respondents, and Lambert & Brother et al., are libellants.

In testimony whereof we have hereunto set our hands and seals, at the city of Boston, the fourteenth day of September, in the year of our Lord one thousand eight hundred and forty-eight.

JOHN P. BIGELOW, [L. S.]
ALLEN C. SPOONER. [L. S.]

EXHIBIT C.

Statement of claims as proved before the register against the ship Martha.

1st claim. Lambert & Brother.		
Nett sterling value of the linens	£806 16 0	
Add 75 per cent. to this, as established by testimony	605 2 0	
For the cash market value here, if sound	1,411 18 0	
		$6,275 11
Carpeting ($2 per yard, as per testimony)		270 00
		6,545 11
Auction sales		4,247 23
		2,297 88
Less abatement of duties allowed by custom-house		220 49
Claim as established		2,077 39
No. 2. Claim of John Graveley.		
The cash value of the cutlery here, if sound, fixed by the testimony at	1,013 49	
Sales at auction	447 01	
	566 48	
Abatement of duties allowed by custom-house	118 58	
	447 90	447 90
No. 3. Barnwell & Ravenel's claim.		
Cash value of the dry goodshere, if sound, fixed by testimony at	5,512 00	
Sales at auction	3,762 20	
	1,749 80	
Abatement of duties allowed by custom-house	121 38	
		1,628 42
No. 4. A. Moffett & Son's claim.		
Cash value of the dry goods, if sound, fixed by the testimony at	813 56	
Sales at auction $621 44		
Abatement of duties allowed, &c. 55 15		
	676 59	
		136 97

EXHIBIT—*Continued.*

No. 5. W. & J. E. Adger's claim.		
Cash value of the hardware here, if sound, fixed by testimony at	$2,295 68	
Auction sales.....1,205 07		
Abatement of duties allowed..... 223 32		
	1,427 39	
		$868 29
No. 6. A. Gordon's claim.		
Cash value of the hardware here, if sound, fixed by testimony at 5½ cents per lb.....	743 49	
Auction sales.....$211 86		
Abatement of duties allowed 89 29		
	301 15	
		442 34
No. 7. W. L. Timmon's claim.		
Cash value of part of the goods, (hardware,) fixed by testimony at	1,204 67	
Auction sales.....	554 86	
	649 81	
Damage assessed on portion retained.....	371 35	
	1,021 16	
Abatement of duties allowed, &c.....	214 39	
	806 77	
		806 77
No. 8. Dick & Crew's claim.		
Cash value of the dry goods here, if sound, fixed by testimony at	1,288 00	
Auction sales.....	932 26	
	355 74	
Abatement of duties allowed, &c.....	5 72	
	350 02	
		350 02
No. 9. Morton & Courtney's claim.		
Cash value of the goods, (hardware,) if sound, fixed by the testimony at.....	481 15	
Auction sales.....$238 60		
Abatement of duties, &c..... 27 91		
	266 51	
	214 64	
		214 64
No. 10. James Adger & Co.'s claim.		
1. J. S. Bones.—The goods (hardware) retained by the importers, assessed damages.....	322 09	
Abatement of duties allowed, &c.....	87 31	
		234 78

EXHIBIT—*Continued.*

2. John Bones.—The goods (hardware) retained by the importers, assessed damages		$203 54	
Abatement of duties, &c.		44 99	
			$158 55
3. Moore & Davis.—The goods, if sound, assessed at		1,049 00	
Auction sales		648 25	
		400 75	
Abatement of duties, &c.		170 68	
			230 07
			623 40
No. 11. S. N. Hart's claim.			
Cash value of the goods (hardware) here, if sound, fixed by testimony at		901 24	
Auction sales	490 37		
Abatement of duties	42 85		
		533 22	
		368 02	
			368 02
No. 12. Watson & Johnston's claim.			
Cash value of goods, if sound, fixed by testimony		1,063 85	
Auction sales	569 55		
Abatement of duties	34 04		
		603 59	
		460 26	
			460 26
No. 13. Roosevelt, Hyde & Clark's claim.			
Cash value of hardware, if sound, fixed by testimony at		434 44	
Auction sales	236 92		
Abatement of duties	25 43		
		262 35	
		172 09	
			172 09
No. 14. S. Mowry & Son's claim.			
Cash value of hardware, if sound, fixed by testimony		487 47	
Auction sales	281 03		
Abatement of duties	32 75		
		313 78	
		173 69	
			173 69
No. 15. South Carolina Railroad Company's claim.			
Total cost of the iron, with charges		14,365 86	
Damage assessed at 25 per cent., as per testimony, on $14,365 86	3,591 46		
Abatement of duties	771 45		
	2,820 01		
Freight of iron still due	774 90		
	2,045 11		
			$2,045 11

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Recapitulation.

No. 1	Claim of	Lambert & Brother	$2,077 39
" 2	"	John Graveley	447 90
" 3	"	Barnwell & Ravenel	1,628 42
" 4	"	A. Moffett & Son	136 97
" 5	"	W. & J. E. Adger	868 29
" 6	"	A Gordon	442 34
" 7	"	W L. Timmons	806 77
" 8	"	Dick & Crews	350 02
" 9	"	Morton & Courtney	214 64
" 10	"	Jas Adger & Co	623 40
" 11	"	S. N. Hart	368 02
" 12	"	Watson & Johnston	460 26
" 13	"	Roosevelt, Hyde & Clark	172 09
" 14	"	S. Mowry & Son	173 69
" 15	"	South Carolina Railroad Company	2,045 11
			$10,815 31

Exceptions.—*Exceptions to clerk's report.*

LAMBERT & BROTHER and others,
vs.
The SHIP MARTHA.

Exceptions of Abraham Rich to the report of H. Y. Gray, register.

The claimant, Abraham Rich, excepts to the report of the register fixing the amount of damages, on these grounds:

1st. By the law of the land the claimant is entitled to trial by jury on the question of damages.

2nd. That the cost, charges, and outlay of the freighters, amounting to reimbursement, is all they can claim, and a profit is not insured.

3d. In the cases in which the importers retained the goods, they are not entitled to damages, as the extent of loss is not judicially fixed.

4th. That the estimates of damages are too great in all the cases.

B. F. HUNT & SON,
Proctors for claimant.

Filed 6th March, 1849.

Exceptions.

THE SHIP MARTHA
ads.
THE SO. CAROLINA Railroad Company.

Exceptions to the report of the comm'r or register.

The claimant excepts to the report of the register on these grounds:

1st. That by the express terms of the bill of lading, rust was excepted as one of the liabilities of the carrier.

2d. That there was proof the iron was submerged in salt water before it was shipped.

3d. There was no proof that the iron was more injured than the above cause accounts for.

4th. That the estimate of damage was altogether arbitrary and unsupported by the testimony.

5th. Because the iron was worth in Charleston all it cost, and only an imaginary injury was sustained.

B. F. HUNT & SON,
Proctors.

Filed 6th March, 1849.

Saturday, 10th March, 1849.

The court met, and was opened as usual. Present, his honor R. B. Gilchrist.

LAMBERT & BROTHER and others
vs.
THE SHIP MARTHA. } Libel.

THE SOUTH CAROLINA Railroad Company
vs.
THE SHIP MARTHA. } Libel.

The register read his report of damages, together with the testimony taken before him under the order of reference.

Col. Hunt read his exceptions thereto.

Whereupon the court decreed as follows:

Decree.

On hearing the report of the register of this court, made in conformity to the order of reference in these cases, bearing date the 28th of April, 1848, and the exceptions which have been taken to the same, it is ordered, adjudged, and decreed, that the said exceptions be overruled and the report confirmed, and that there be paid to the libellants severally the following sums of money, due to them respectively, for claims proved before the register, against the ship Martha, that is to say, to Lambert and Brother, two thousand and seventy-seven dollars 39 cents; to John Graveley, four hundred and forty-seven dollars 90 cents; to Barnwell & Ravenel, sixteen hundred and twenty-eight dollars 42 cents; to A. Moffett & Son, one hundred and thirty-six dollars 97 cents; to W. & J. E. Adger, eight hundred and sixty-eight dollars 29 cents; to A. Gordon, four hundred and forty-two dollars 34 cents; to W. L. Timmons, eight hundred and six dollars 77 cents; to Dick & Crews, three hundred and fifty dollars 2 cents; to Morton & Courtney, two hundred and fourteen dollars 64 cents; to James Adger & Co., six hundred and twenty-three dollars 40 cents; to S. N. Hart, three hundred and sixty-eight dollars 2 cents; to Watson & Johnston, four hundred and sixty dollars 26 cents; to Roosevelt, Hyde & Clark, one hundred and seventy-two dollars 9 cents; to S. Mowry and Son, one hundred and seventy-three dollars 69 cents; and to the South Carolina Railroad Company, two thousand and forty-five dollars 11 cents; which said several sums of money amount in the aggregate to the sum of ten

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thousand eight hundred and fifteen dollars 31 cents; and are, together with the costs and expenses of these proceedings, hereby adjudged and decreed against the defendant.

(Signed) R. B. GILCHRIST, *D. J.*

At Charleston, 10th March, 1849.

Petition of appeal to the circuit court.

In the matter of the ship Martha.

In the circuit court of the United States, for the district of South Carolina.

To the honorable James M. Wayne, one of the associate justices of the Supreme Court of the United States, and judge of the sixth circuit.

The petition of appeal in admiralty of Abram Rich and others, master and owners of the ship Martha, respectfully sheweth, that said ship was libelled at the suit of Lambert & Brothers and others, upon certain bills of lading of sundry goods, wares, and merchandise carried on board of said ship on her voyage from Liverpool to Charleston, whereupon the libellants charged that the goods in said bills of lading mentioned were damaged from the improper stowage of salt on the lower deck of said vessel, and consequent damage to said goods, wares, and merchandise; and your petitioners filed their claims and answers to said libellants' allegations, and the same was heard, and a decree pronounced by the honorable R. B. Gilchrist, on the 27th April, 1848, wherein he decreed for the libellants, and ordered that the said ship, the Martha, should be made to respond to the damages sustained by the libellants.

Full copies of which libel, claim, and testimony may be found annexed hereunto, as also said decree.

Your petitioner, therefore, appeals from the said decree, and prays that the said cause may be reheard and the said decree may be reversed, and that your petitioner may receive such further and other relief in the premises as to your honor may seem meet; and your petitioner will ever pray, &c.

BENJ. FANEUIL HUNT & SON,
Proctors for petitioners.

And afterwards, to wit, at the March term of the circuit court, in the year of our Lord one thousand eight hundred forty-nine, in the record of the proceedings of said court is the following entry:

Thursday, 26th April, 1849.

The court met, &c.

Present, his honor J. M. Wayne.

LAMBERT & BROTHER et al., and the South Carolina Railroad Company, vs. THE SHIP MARTHA. } Libels. Damage to cargo. Appeal to circuit court.

Col. Hunt, for the appellants, the claimants of the ship Martha, opened this case to the court.

The following witnesses were sworn and examined, viz., Dr. L. R. Gibbes and Dr. Hume.

The court adjourned to to morrow.

Friday, 27th April, 1849.

The court met, &c.

Present, his honor J. M. Wayne.

LAMBERT & BROTHER et al., and the South Carolina Railroad Company, vs. THE SHIP MARTHA. } Libels. Damage to cargo.

The following witnesses were sworn and examined, viz., Dr. Hume, Mr. Trenholm, and Professor Shepherd.

The court adjourned to to-morrow.

Saturday, 28th April, 1849.

The court met according to adjournment.

Present, his honor J. M. Wayne.

LAMBERT & BROTHER and al., and the South Carolina Railroad Company, vs. THE SHIP MARTHA. } Libels. Damage to cargo.

Mr. Memminger was heard in behalf of the respondents, the claimants of the ship Martha.

The court adjourned.

Tuesday, 1st May, 1849.

The court met according to adjournment.

Present, his honor J. M. Wayne.

LAMBERT and al., and the South Carolina Railroad Company, vs. THE SHIP MARTHA. } Libels. Damage to cargo.

Mr. Hayne was heard in behalf of the South Carolina Railroad Company.

Judge King was heard in behalf of the other libellants.

Professor Shepherd was recalled, who read in evidence certain experiments made by himself.

The court adjourned.

Wednesday, 2d May, 1849.

The court met according to adjournment.

Present, his honor J. M. Wayne.

LAMBERT & BROTHER and al., and the South Carolina Railroad Company, vs. THE SHIP MARTHA. } Libels. Damage to cargo.

The following witnesses were sworn and examined, viz., Wickenberg, Jno Klinck, Professor Shepherd, and Dr. Wm Hume.

Mr. Petigru was heard in behalf of all the libellants, except the Railroad Company.

Col. Hunt was heard in reply for the respondents.

The court then adjourned.

Thursday, 3*d May*, 1849.

The court met according to adjournment.

Present, his honor J. M. Wayne.

LAMBERT & BROTHER et al., and the South Carolina Railroad Company, vs. THE SHIP MARTHA. } Libels.

Col. Hunt, for the respondents, concluded his argument in this case.

Messrs. B. F. Hunt and son, proctors for the respondents, gave an acknowledgment and consent in writing, which is in the following words:

Receipt of freight of railroad iron.

We acknowledge to have received from the South Carolina Railroad Company the sum of seven hundred and seventy four $\frac{99}{100}$ dollars for freight of iron imported in the Martha. And inasmuch as the said amount was discounted from the amount of damages assessed against the ship Martha by the decree of the district court, and has been since that decree paid, we consent that credit be given therefor, and embodied in the decree of the circuit court.

Signed, B. F. HUNT & SON, *Proctors.*

The court adjourned.

Testimony taken in the circuit court.

April 26*th*, 1849.

Dr. Lewis R. Gibbes sworn, says: Salt in sacks between decks he does not think could affect iron or other goods in the hold, unless there was access of water to it; it would not collect moisture from the atmosphere enough to liquify it. A hundred parts of water will dissolve thirty-seven parts of salt; can't tell what proportion of water would be absorbed by the salt before it would drip.

After the sack itself had absorbed as much water as it could, the sack would next be wet before the salt would run off. A model of the ship Martha was shown to witness; he is asked whether, if the salt liquified so as to injure goods in the hold, he thought it would not leave marks upon the dunnage or the deck by incrustations, or otherwise, especially

if it liquified into tons and hogsheads of salt brine? Witness thinks there would be marks on the dunnage and deck; that the salt mixture could not pass through in such quantities without leaving traces; 100 pounds of salt water evaporated would leave about 3 pounds of saline matter, the greater portion of which would be common salt. If sea water comes into contact with common salt, the residuum arising after evaporation would contain a larger portion of salt than mere sea water; 100 pounds of sea water would hold 3 pounds of saline matter, of which about 2 $\frac{1}{10}$ would be common salt, and the rest other matter. Without examination with *by* a microscope, you cannot tell the common salt from the others; thinks that a chemist might be able to tell from incrustations of salt on iron, or other substances, whether it proceeded from sea water evaporated, or from salt and water.

LEWIS R. GIBBES.

Sworn to before me,

H. Y. GRAY, *C. C. C.*

Dr. Wm. Hume, sworn: Thinks that a body of salt, say 1200 bags, could not liquify into 20 or 30 hogsheads of brine, passing through into the hold, without leaving some traces upon the bottoms of the bags and the deck; and for such a quantity of brine, he thinks it physically impossible unless water were added aliunde, and not collected merely from the atmosphere, and there would undoubtedly be left in the bags a mass of wet salt; if the salt had been coarse salt, instead of Liverpool salt, it would have dried quicker, the coarse salt having less capillary attraction; witness thinks that if 20 or 30 hogsheads of briney mixture had been found in the hold, proceeding from the salt between decks, there would be traces on the bags, the dunnage, and the deck. Witness could readily determine, if he had a sufficient quantity of the incrustations of salt matter, whether it proceeded from salt and water or sea water; the component parts of the saline matter arising from sea water would crystalize in different periods and order of time; drops of salt water on the under part of a deck could not appear there unless thrown there mechanically, and could not arise from evaporation alone.

Cross examined.

If the hold of the vessel were quite warm, the water there would evaporate the more readily, and the salt would have absorbed and retained in itself as much moisture as the temperature of the hold could produce; the goods would have absorbed the moisture as readily as the salt; as soon as the temperature of the salt becomes the same as that of the atmosphere, it will cease to absorb moisture.

Salt begins to drip when it has more moisture in it than it can support; salt may drip from moisture drawn from the atmosphere; salt would rather dry than wet goods put near them. The fine salt will absorb the moisture of the atmosphere where coarse salt would drip; by inspection he could not, but by chemical examination he could, determine whether incrustations of salt came from sea water or from salt and water; don't think that sea water could deposite salt in the hold of

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a vessel. Supposing there were no traces of moisture upon the sides of a vessel, and the goods were found damaged below, and there was salt between decks, and the seams of the deck open, he would attribute the damage to the salt; if the crates near the ceiling were not wet, he should not think the moisture in the hold came through the ceiling; no heat in the hold of a vessel could evaporate salt, nor could volatilize salt water, so as to leave crusts on the goods. The brine on the seams of the under part of the second deck could not arise from evaporation of sea water by heat in the hold, it might be thrown there by other agencies; if sea water be thrown on the goods there will be incrustations of salt if they are thoroughly dried, and especially if repeatedly wet and dried, but it will not amount to much; thinks there could be no difficulty in determining whether incrustations on a quarter of a yard of cloth arose from sea water or from salt and water.

April 27th, 1849. *Dr. Wm. Hume cross examined by Mr. Hayne.*

Witness says that, on account of the position of the salt between decks, and the appearance of the dripping through the seams just beneath, he would naturally attribute the salt upon the goods in the hold to the salt above; but there must, of necessity, have been fluid applied to the salt above before it would drip; the salt above must have become fluid, either by water applied to the salt, or by moisture drawn from the atmosphere; witness rejects altogether the theory of a salt vapor; salt spray may be carried about by the wind.

When the excess of the weight of water is above the attractive power of the salt, then the salt will drip; when water is applid to salt, a portion of it is immediately dissolved and becomes brine. The solubility of salt would make it more likely to drip from moisture drawn from the atmosphere than would a bale of woollen goods; a saline solution will pass through a filter as easily as mere water; has seen salt in a salt cellar in a deliquescent state; deliquescence of salt is universally attributable to heat, to changes of temperature; if there were a hole in the bottom of a salt cellar, and the salt deliquesced, it would drip. There would, undoubtedly, be changes of temperature on the voyage from Liverpool to Charleston. On a single point of goods an atom of salt will do as much damage as 100 atoms; a quart of sea water will probably do as much damage as a quart of brine; the salt is only the incipient cause of rust.

(*Dr. Hume examined in reply by Col. Hunt.*)

The damage must correspond to the places through which the salt dripped; if the goods throughout the whole extent of the hold were found damaged promiscuously, he would not attribute it to leaking of the salt which was stowed in a particular place above; the leaking through from the salt could not have creaped along the seams of the under deck, because the beams would interrupt their course.

Dr. Wm. Hume.

if it liquified into tons and hogsheads of salt brine? Witness thinks there would be marks on the dunnage and deck; that the salt mixture could not pass through in such quantities without leaving traces; 100 pounds of salt water evaporated would leave about 3 pounds of saline matter, the greater portion of which would be common salt. If sea water comes into contact with common salt, the residuum arising after evaporation would contain a larger portion of salt than mere sea water; 100 pounds of sea water would hold 3 pounds of saline matter, of which about 2 $\frac{1}{10}$ would be common salt, and the rest other matter. Without examination with *by* a microscope, you cannot tell the common salt from the others; thinks that a chemist might be able to tell from incrustations of salt on iron, or other substances, whether it proceeded from sea water evaporated, or from salt and water.

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Sworn to before me,

H. Y. GRAY, *C. C. C.*

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a vessel. Supposing there were no traces of moisture upon the sides of a vessel, and the goods were found damaged below, and there was salt between decks, and the seams of the deck open, he would attribute the damage to the salt; if the crates near the ceiling were not wet, he should not think the moisture in the hold came through the ceiling; no heat in the hold of a vessel could evaporate salt, nor could volatilize salt water, so as to leave crusts on the goods. The brine on the seams of the under part of the second deck could not arise from evaporation of sea water by heat in the hold, it might be thrown there by other agencies; if sea water be thrown on the goods there will be incrustations of salt if they are thoroughly dried, and especially if repeatedly wet and dried, but it will not amount to much; thinks there could be no difficulty in determining whether incrustations on a quarter of a yard of cloth arose from sea water or from salt and water.

April 27th, 1849. *Dr. Wm. Hume cross examined by Mr. Hayne.*

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The damage must correspond to the places through which the salt dripped; if the goods throughout the whole extent of the hold were found damaged promiscuously, he would not attribute it to leaking of the salt which was stowed in a particular place above; the leaking through from the salt could not have creaped along the seams of the under deck, because the beams would interrupt their course.

Dr. Wm. Hume.

The river Mersey is salter than the ocean; if railroad iron had been submerged in the Mersey, this would account for any quantity of rust; iron thus damaged could not be hurt by a subsequent application of salt water. Iron submerged in deep water, out of the reach of the atmosphere, is less likely to rust than if dipped in the water and exposed to the air. If the vessel had leaked, and salt water had reached the railroad iron, this would be an efficient cause of rust. Supposing this bulk of salt to have dripped, and done all this damage, he thinks the salt would have been wet, and the bags too, after a voyage of 60 or 70 days; salt to the amount of 30,000 pounds, shut up tight in the between decks, it is physically impossible for it to have drawn from the atmosphere moisture enough to have dripped 20 hogsheads. The seams of the vessel (such a deck,) are so narrow that it would prevent water from dripping through unless it were forced through; the greater part of the drip, too, would rather run off through the scupper holes.

It being an admitted fact, that salt was found upon the damaged goods, witness is asked whether he can scientifically account for it?

Witness thinks the salt on the goods must have been mechanically deposited upon them either in solution or in mass.

Can this deposit be accounted for by the sea water in the hold of the vessel?

He says it can, if there were sea water in the hold thrown about, and in a state of mechanical force.

Being asked whether he could distinguish in this crust of salt on the damaged goods, whether it came from Liverpool salt or from sea water?

He thinks he could with care.

Signed, WM. HUME.

Sworn to 27th April, '49. H. Y. GRAY,
Cl'k cir. ct.

Mr. E. L. Trenholm, sworn: Has been trading about 15 or 20 years to Liverpool, in salt, &c.; has seen salt in between decks, but it is not usual; it is very rare to stow it between decks; it is most generally brought out as ballast; he is not aware of any objection to stowing it there. When salt is shipped in Liverpool, and she meets with no stress of weather, it is usually delivered here in good condition, unless water comes in contact with it; or whether she meets with stress of weather or not, never has known salt to run or drip of its own motion; the between decks is the driest part of the vessel.

Salt is usually imported as ballast, and choice goods in the between decks. After the cargo is loaded, it is frequently necessary to alter the distribution of the weight of the cargo; never knew a case of a bag of salt having been wet on the voyage to come out with the salt and bag both dry when unladen; don't know how it would be if the salt were in a dry place like the between decks; has seen bags of salt in store; never knew them to liquify, or run water of their own motion from the atmosphere.

Cross-examined.

Salt is sold in England by the weight, and is sold here by the bag; does not know whether salt loses weight on the voyage.

Signed, E. D. TRENHOLM.

Sworn to 27th April, '49.

H. Y. GRAY,
Cl'k cir. ct.

Dr. C. U. Shepherd sworn and examined on the part of the libellants:

1. Do you believe that a portion of the salt of the cargo of the Martha might have been brought into solution from the humid state of the air, in such a manner as to flow out from the cargo?

Reply. If the contents of the bags had been chemically dry, (i. e. so dried as to expel the whole of the adhering moisture,) I should think it doubtful whether any solution would flow from them; but when it is considered that the salt is in a merchantable state if it merely ceases to drip, and when as yet every little grain or crystal is enfilmed with brine, the case is different. Under such circumstances, I should not doubt that the presence of a humid atmosphere for twenty or thirty days would produce a solution so abundant as to cause a decided dripping from the bags. The capillary or sponge action of the salt on a saturated solution of salt is much less than on pure water, and it is obviously not the latter, but the former, that is here involved. So that the solution of salt formed by deliquescence would soon begin to flow out from the bags, (under the law of gravitation,) and would not to any extent (considerable,) be carried upwards and inwards to be sustained in the interstices of the mass, as would be the case (temporarily,) if fresh water were freely applied to the sides and bottom of a bag of an hydrous (or absolutely dry) salt.

2. A state of deliquescence being once established in the hold of the vessel, are you acquainted with any cause that would be likely to suspend it?

Ans. I am not, but on the contrary believe that the process must continue as long as a general state of moisture prevails among the cargo and in the hold of the ship, from whence aqueous vapor would be resupplied to the air as fast as it was withdrawn by the salt.

3. Do you suppose that the water referred to as existing in the hold of the Martha on her arrival here, to have consisted wholly of brine?

Ans. I do not, but believe it to have been a mixture of leakage water (i. e. sea water) and brine.

4. Have you any new results drawn from experiment, affecting this subject, to communicate?

Ans. I have. I immersed a sample of brown (hardware) wrapping paper in sea water taken from this harbor, and kept it beneath the surface until it was thoroughly wetted. It was then removed and placed

in the sun's rays (in a dry room) until it was dry. It showed no whitening from the presence of saline matter, nor was any stiffness or rigidity imparted to it by the process. It was immersed a second and third time, under similar circumstances, without any obvious change in the result.

But as the water of this harbor is less salt than that of the ocean, I employed harbor water which had been reduced by evaporation to nearly one-half its original bulk, in which condition it must have surpassed in saltness the most concentrated varieties of sea or ocean water. The foregoing experiments were repeated with the evaporated harbor water with no sensible change in the result.

It was observed that the paper, after drying, in these experiments manifested a tendency to contract moisture, and to become supple in a humid state of the air.

I repeated the experiments upon a saturated solution of Liverpool salt, (like the solution supposed to have been produced from the dripping of the salt bags on board the Martha.) The paper, when dried after the first immersion, was distinctly whitened by saline matter, and acquired a perceptible stiffness or rigidity. In both these respects the paper resembled almost precisely the specimens of wrapping paper which I examined from the cargo of the Martha. Moreover, the paper wetted by the brine, (and dried,) like that from the cargo, does not manifest the tendency to gather moisture from the air, as in the case of that which had been soaked in sea water.

Dr. C. U. Shepherd.—To question by Colonel Hayne.

Would sea water damage railroad iron equal to a strong brine?

Answer. No. It is my belief that the injury to iron, in the way of corrosion, would be proportionate, in some degree, to the strength of the solution with which the iron had been moistened, and the length of time through which the wettings had been continued; i. e., supposing the access of air was at the same time freely permitted.

To question by Colonel Hunt.

Do you suppose the brine, flowing from the bags of salt between decks, would be more likely to find its way through the seams of the floor (of the between decks) than to flow out through (the scuppers) the round openings at the sides?

Answer. I think it would be more apt to escape by the seams, particularly as I suppose it to have trickled from the bags in a slow manner, believing the solution to have resulted principally from deliquescence.

I also stated to the court that I had observed masses of Liverpool salt to deliquesce freely in a humid state of the air, even when they had been carefully wrapped in several thicknesses of paper; likewise, that I

had known specimens of the same salt to liquify when kept in a case of drawers, so as to waste away in the course of a few months to the extent of nearly one-fifth or one-fourth their bulk.

CHAS. U. SHEPHERD.

Charleston, April 27, 1849.

Cross examined by Colonel Hunt.

Dr. Shepherd says, if the brine is of the same strength it would make no difference in the appearance of the damage to the iron, whether it were dashed over it like spray, or dripped upon it; there is something in the surface of ordinary iron which makes some parts of it get rusted sooner than others. He would certainly expect to find moisture on the sacks of salt, if it had dripped 20 or 30 hogsheads; nor could they have leaked that quantity, and the sacks seemed just as full as when shipped. And you must also account for the way in which water came in contact with the salt; he thinks it more likely for the brine to have trickled through the seams than to run off through the scupper holes; it is more difficult for water to pass through a narrow opening than a round hole, and just in proportion to its narrowness. In a salted ship like this, sea water, washed into the salt between the skin and the ceiling, would have carried off some salt with it in swashing about. If a wave had washed over this mass of salt, so as to have leaked through the seams some 20 or 30 hogsheads of brine, he would not expect to find the sacks and the dunnage all dry when the hatches were opened.

(Signed) C. U. SHEPHERD.

Sworn to, 27th April, 1849.

H. Y. GRAY, *C. C. C.*

Dr. William Hume, recalled, says, in relation to the experiment of salt and water, and sea water, on the paper, as stated by Dr. Shepherd, there is a great difference in the strength of the saline solutions.

He also says, in relation to the liquid running through holes, the nearer the surfaces are together, the more difficult it will be for water to run through them by it own pressure.

Dr. William Hume.—Cross examined by Mr. Petigru.

Says that you can't tell by inspection whether a piece of paper (the piece in his hand) had been exposed to salt and water or to sea water. If the paper had been wet and dried several times in sea water, it might not show so much salt upon it as if sea water had been sprinkled upon it. Brine being heavier than water will leak more readily.

(Signed) WM. HUME.

Sworn to 27th April, 1849.

H. Y. GRAY, *C. C. C.*

May 2d, 1849.

On the part of libellants Wickenberg sworn. Is a grocer for 30 years past; has seen about 200 or 300 sacks of salt at a time. Last summer he had 250 bags of salt in a back store, under which (the salt)

he saw a quantity of liquid which must have dripped from the salt, there being no other cause. It was piled upon skids a few inches high; it was in a close room, a two-story house. The wet was like pickle; the floor was depressed, and the wet staid in it. He visited that store yesterday, and found some liquid there which he attributes to salt; the salt is now piled on skids; he didn't taste it; he did not know yesterday that there was liquid under the salt until he went there.

Cross examined.

Last summer, he didn't examine the salt when it was put there to see whether it was wet, nor when it was taken away; there was sugar and molasses in the room; the windows were frequently open; can't say whether ever left open at night. From 200 or 300 sacks don't think there was a pailful of water; the salt examined yesterday was 150 sacks; there was fully two quarts of liquid under it; fish pickle or other brine is apt to stain the floor. It sometimes happens that a bag has a hole, and the salt may leak out and leave wet. The salt was on the first floor; don't know what is in the cellar under it; never heard of any injury done by the salt to goods in the cellar; the floors are laid as usual. Has no reason to suppose that the windows are ever left open at night.

(Signed) WICKENBERG.

Sworn to 2d May, 1849.

H. Y. GRAY, *C. C. C.*

John Klinck sworn. Is a grocer; has been one for 25 years; has dealt in salt about five years, in quantity of about 100 bags or so; can't tell whether salt will run of itself; has seen brine under salt. Last August a year first observed it in a store in Bedon's alley; he tasted it, and it was salt brine; this observation was repeated last summer; the room is close; he attributes the dripping to the intense heat. Kept salt in the store up town; didn't see any brine there; has seen the floor damp on removing the salt. The store up town is better ventilated than the one in Bedon's alley, which is close. Last summer he swept out the brine like water spilt on the floor; the floor is depressed in the middle about one foot and a half; it is damp all over, more or less, on the floor where the salt lay. The liquid which was there he can't tell whether it came from the salt or not, when he first saw it he looked up, but saw no marks of leaking from above, and the salt was dry on top; he concluded it came from the salt; it is very damp there now, and we have had no rain a long time; there was brine there yesterday, not so much as last August. Last summer he can't say whether the brine was swept out more than once. It is Liverpool salt, and was in good condition when put up.

Cross examined.

There may have been a gallon of brine on the floor; the roof is, he thinks, a tiled roof. Didn't examine the lower tier to see if they were most wet; the skids were wet, as also the floor; he has no access to the

cellar. There is a floor above. Captain Vincent occupies the story above; the roof is not plastered, but the beams are visible. Can't tell whether the upper or lower tiers of salt exhibit most dampness; only three times has seen water under the salt. As a seller, he would examine the sacks of salt to see that they are dry. Knows no instance of a sack of salt being turned out dry which had leaked water; has always found the lower tier most wet, and the bagging wet. The floor was perfectly marked where the water had run off of it.

Examined in reply.

The floor was not wet before the salt was put in. Yesterday the store was found shut up, and they thought they would find it dry, as there had been no rain for some time.

(Signed) JOHN KLINCK.

Sworn to 2d May, 1849.

H. Y. GRAY, *C. C. C.*

Dr. C. U. Shepherd (recalled) says, he has read the experiments of Dr. Hume, and don't think the conditions of the salt are the same in these experiments as in the case of the Martha.

He visited Klinck's store and saw brine under the salt; tasted it. It was lying in puddles where the floor was depressed; the walls of the store, he thinks, are of brick; the puddle is not near the window; put his hands under, and found the bottoms of the bags decidedly wet; the bags were on skids, and could not have got the moisture from the floor.

Cross examined.

A brick wall is more apt to be damp than a wooden one. When witness objects to Dr. Hume's experiments, it is because he believes that salt is usually shipped in Liverpool damp, and also because the pressure of a mass does not come into the experiment; it is, therefore, more likely to drip when in a mass in the ship.

Witness' examination of piles of salt is confined to his yesterday's observations at Klinck's and Gunnison's The salt must first be wet before it can drip. A bag of salt of 200 pounds, when it became deliquescent would weigh 240 pounds, and it would take a very long time for a bag to give out 40 weight of brine; after the bags are wet and then dried, shouldn't expect them to be stained in color. It wouldn't take very long to dry the sacks if exposed to a dry air.

(Signed) C. U. SHEPHERD.

Sworn to 2d May, 1849.

H. Y. GRAY, *C. C. C.*

Decree of circuit court.

Tuesday, 8th May, 1849.

The court met according to adjournment. Present, his honor J. M. Wayne.

LAMBERT & BROTHER and others
vs.
THE SHIP MARTHA.

THE SOUTH CAROLINA Railroad Company
vs.
THE SHIP MARTHA.

} Libels, damage to cargo.

On appeal from the district court.

The court pronounced the following decree in these causes.

Whereas in certain causes, civil and maritime, of damage to cargo, moved and presented before the district court of the said United States for the South Carolina district, on behalf of Lambert and Brother et alii, against the ship Martha, her tackle, apparel, and furniture, and against all persons in general, having any right, title, or interest therein, it was, on the 10th of March, 1849, by a decree of the court aforesaid, ordered, adjudged, and decreed, that there be paid to the libellants, severally, the following sums of money, due to them respectively for claims proved before the register against the ship Martha, that is to say: T. Lambert & Brother, two thousand and seventy-seven $\frac{89}{100}$ dollars; to John Graveley, four hundred and forty-seven dollars ninety cents; to Barnwell and Ravenel, sixteen hundred and twenty-eight dollars forty-two cents; to A. Moffett and Son, one hundred and thirty-six dollars ninety-seven cents; to W. & J. Adger, eight hundred and sixty-eight dollars twenty-nine cents; to A. Gordon, four hundred and forty-two dollars thirty-four cents; to W. L. Timmons, eight hundred and six dollars seventy-seven cents; to Dick & Crews, three hundred and fifty dollars two cents; to Morton and Courtney, two hundred and fourteen dollars sixty-four cents; to James Adger & Co., six hundred and twenty-three dollars forty cents; to S. N. Hart & Co., three hundred and sixty-eight dollars two cents; to Watson & Johnston, four hundred and sixty dollars twenty-six cents; to Roosevelt, Hyde and Clark, one hundred and seventy-two dollars nine cents; to S. Mowry & Son, one hundred and twenty-three dollars sixty-nine cents; and to the South Carolina Railroad Company, two thousand and forty-five dollars eleven cents; which said several sums of money amount in the aggregate, to the sum of ten thousand eight hundred and fifteen dollars thirty one cents.

And whereas, since the rendition of the said decree of the district court, the said Abraham Rich and James Harris, by their proctors, acknowledge to have received from the South Carolina Railroad Company the sum of seven hundred and seventy-four dollars ninety cents, for freight of iron imported in the Martha, and as the said sum was discounted from the amount of damages assessed against the ship by the decree aforesaid, the same should be embodied in the decree of the circuit court.

And whereas an appeal, on the part of Abraham Rich and James

Harris, who had appeared and been admitted as claimants in the said cause, and to whom the said ship, with her appurtenance aforesaid, had, in due form of law, been delivered on stipulation, has been since heard:

It is now hereby ordered, adjudged, and decreed, that the said decree of the district court be affirmed, and that the claimants above named do pay to the libellants respectively, the following sums of money, viz: to Lambert and Brother two thousand and seventy-seven dollars thirty-nine cents; to John Graveley, four hundred and forty-seven dollars ninety cents; to Barnwell and Ravenel, sixteen hundred and twenty-eight dollars forty-two cents; to A. Moffett and Son, one hundred and thirty-six dollars ninety seven cents; to W. and J. E. Adger, eight hundred and sixty-eight dollars twenty-nine cents; to A. Gordon, four hundred and forty-two dollars thirty-four cents; to W. L. Timmons, eight hundred and six dollars seventy-seven cents; to Dick and Crews, three hundred and fifty dollars two cents; to Morton and Courtney, two hundred and fourteen dollars sixty-four cents; to James Adger & Co., six hundred and twenty-three dollars forty cents; to S. N. Hart, three hundred and sixty-eight dollars two cents; to Watson and Johnston, four hundred and sixty dollars twenty-six cents; to Roosvelt, Hyde and Clark, one hundred and seventy-two dollars nine cents; to S. Mowry & Son, one hundred and seventy-three dollars sixty-nine cents; and to the South Carolina Railroad Company, two thousand eight hundred and twenty dollars one cent; which said several sums of money amount in the aggregate to eleven thousand five hundred and ninety dollars twenty-one cents; together with interest on the same, at the rate of six per cent. from the date of the said decree until payment shall be made, and the costs and expenses of these proceedings; and that unless they shall do so within thirty days after the date of this decree, that execution shall issue against the said Abraham Rich and James Harris, and against Leland, Brothers & Co., their sureties on the said stipulation.

(Signed) JAMES M. WAYNE.

May 5, 1849.

Appeal bond to Supreme Court.

THE UNITED STATES OF AMERICA,
South Carolina district.

Know all men by these presents, that we, Abraham Rich, James Harris, and Joseph Leland, D. W. Leland, and Thomas Trout, are held and firmly bound, unto Charles Lambert and Robert Lambert, copartners, trading under the firm of Lambert and Brother; John Graveley, Nathaniel Barnwell, and James Ravenel, copartners, trading under the firm of Barnwell and Ravenel; William Adger and Joseph E. Adger, copartners, trading under the firm of W. and J. E. Adger; John Reid Moffet, surviving copartner of the late firm of Andrew Moffet and Son; A. Gordon, W. L. Timmons, E. B. Crews, surviving co-

partner of the late firm of Dick and Crews; William Rose Morton and William C. Courtney, copartners, trading under the firm of Morton and Courtney; James Adger, Robert Adger, and James R. Pringle, copartners, trading under the firm of James Adger and company; S. N. Hart, Archibald S. Johnston, A. J. Crews, and J. H. Brawley, copartners, trading under the firm of Watson, Johnston, and company; S. Mowry, jr., and L. D. Mowry, copartners, trading under the firm of S. Mowry and Son; Henry L. Roosevelt, Simeon Hyde, and Robert A. Clark, copartners, trading under the firm of Roosevelt, Hyde and Clark, and the South Carolina Railroad Company, in the full and just sum of twenty thousand dollars, lawful money of the said United States, to be paid to the said Charles Lambert, and Robert Lambert, copartners aforesaid; John Graveley, Nathaniel Barnwell, and James Ravenel, copartners as aforesaid; William Adger and Joseph E. Adger, copartners as aforesaid; John Reid Moffett, surviving copartner as aforesaid; A. Gordon, W. L. Timmons, E. B. Crews, surviving copartner as aforesaid; William Rose Morton, and William C. Courtney, copartners as aforesaid; James Adger, Robert Adger, and James A. Pringle, copartners as aforesaid; S. N. Hart, Archibald S. Johnston, and A. J. Crews, and J. H. Brawley, copartners as aforesaid; Henry L. Roosevelt, Simeon Hyde, and Robert A. Clark, copartners as aforesaid, and the South Carolina Railroad Company, or to their attorneys, executors, administrators, or assigns; to which payment, well and truly to be made and done, we bind ourselves, and each and every of our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated the twentieth day of February, in the year of our Lord one thousand eight hundred and fifty, and in the seventy-fourth year of the sovereignty and independence of the United States of America.

Whereas the above bounden Abraham Rich and James Harris have appealed to the Supreme Court of the United States, from a decree of the circuit court of the United States, for the district of South Carolina, bearing date the eighth day of May, one thousand eight hundred and forty-nine, in causes wherein the said Lambert & Brother John Graveley, Barnwell & Ravenel, A. Moffett & Son, W. & J. E. Adger, A. Gordon, W. L. Timmons, Dick & Crews, Morton & Courtney, James Adger & Co., S. N. Hart, Watson, Johnston & Co., Roosevelt, Hyde & Clark, S. Mowry & Son, and the South Carolina Railroad Company, were libellants, and the said Abraham Rich and James Harris were claimants, of the ship Martha, her tackle, apparel, and furniture, and respondents.

Now, therefore, the condition of this obligation is such, that if the above named appellants, Abraham Rich and James Harris, shall prosecute their appeals to effect, and answer and pay all such damages and costs as shall be adjudged and decreed by the said Supreme Court against them, as such appellants therein, if they fail to make their plea good, and in all respects conform to and abide by such order or orders

as may be made in the premises; then and in such case this obligation shall be void, or else to be and remain in full force and virtue.

ABRAHAM RICH, [L. S.]
Pr. att'y, Jos. Leland.
JAMES HARRIS, [L. S.]
Per att'y, Jos. Leland.
JOS. LELAND, [L. S.]
D. W. LELAND, [L. S.]
THO. TROUT. [L. S.]

Taken and acknowledged before me.

H. Y. GRAY,
Cl'k cir. ct. and U. S. commissioner.

Feb'y 20th, 1850.
Approved: R. B. GILCHRIST.
Feb'y 20th, 1850.

Clerk's certificate.

UNITED STATES OF AMERICA,
District of South Carolina.

I, Henry Y. Gray, clerk of the circuit court of the United States, for the sixth circuit, South Carolina district, do hereby certify, that the foregoing is a full, true, and complete transcript of the records, evidence, and proceedings had in the district and circuit courts, for the aforesaid district, in the above mentioned causes, herewith transmitted to the Supreme Court of the United States, in pursuance of the notices of appeal hereunto annexed.

In testimony whereof I have hereto subscribed my name and affixed the seal of the said circuit court at office, in the city of Charles-
[L. S.] ton, district aforesaid, this twentieth day of February, A. D. one thousand eight hundred and fifty.

H. Y. GRAY, *Clerk.*

Circuit court of the United States, sixth circuit, and district of South Carolina.

SHIP MARTHA, Captain, et al. ads. } In admiralty.
LAMBERT & BROTHERS et al. }

The above named respondents, conceiving themselves aggrieved by the final sentence or decree, entered on the eighth day of May, A. D. 1849, in the above entitled cause, do hereby appeal therefrom to the Supreme Court of the United States; and they pray that this their appeal may be allowed, and that a transcript of the record, proceedings, and evidence, duly authenticated, may be sent to the said Supreme Court.

BENJ. F. HUNT & SON,
Proctor for respondents.

Notice of appeal.

Circuit court of the United States, sixth circuit, and district of South Carolina.

SHIP MARTHA AND CAPTAIN et al. ads. SOUTH CAROLINA RAILROAD CO. et. al. } In admiralty.

The above named respondents, conceiving themselves aggrieved by the final sentence or decree entered on the eighth day of May, A. D. 1849, in the above entitled cause, do hereby appeal therefrom to the Supreme Court of the United States, and they pray that this their appeal may be allowed, and that a transcript of the record, proceedings, and evidence, duly authenticated, may be sent to the said Supreme Court.

BENJ. F. HUNT & SON,
Proctor for respondents.

Petition of appeal to the Supreme Court.

Circuit court of the United States, sixth circuit, district of South Carolina.

SHIP MARTHA AND CAPTAIN et al. ads. LAMBERT & BROTHERS et al. } In admiralty.

To the Supreme Court of the United States, the petition of appeal of the above named ship Martha and Captain et al., respectfully showeth:

That a decree was lately made in the circuit court of the United States, for the district of South Carolina, bearing date the , in a certain cause of admiralty and maritime jurisdiction, pending in the said court, wherein the above named Lambert & Brothers et al. were libellants and the above named ship Martha and Captain et al. were defendants, in and by which said decree it was ordered, adjudged, and decreed, that the decree of the district court be sustained, and that the respondents pay the libellants the sums respectively adjudged, together with the costs of suit; and that unless they shall do so within thirty days after the date of this decree, that execution shall issue against the ship Martha and Captain et al., who have been admitted as claimants in the said cause, and to whom the said ship Martha, with her appurtenances, had in due form of law been delivered on stipulation, and against their sureties on the said stipulation; which said decree of the said circuit court is, as these appellants are advised, erroneous and ought to be reversed.

Wherefore these appellants respectfully pray, that the said decree

may be made by this court as shall be agreeable to equity and good conscience, and that these appellants may be restored to all things which they have lost by said decree.

And these appellants, as in duty bound, will ever pray.

Dated this

BENJ. F. HUNT & SON,
Proctors for appellants.

Circuit court of the United States, sixth circuit, district of South Carolina.

SHIP MARTHA and Captain et al. ads.
SOUTH CAROLINA RAILROAD COMPANY et al.

In admiralty.

To the Supreme Court of the United States, the petition of appeal of the above named ship Martha and Captain et al. respectfully showeth:

That a decree was lately made in the circuit court of the United States, for the district of South Carolina, having date the , in a certain cause of admiralty and maritime jurisdiction, pending in the said court, wherein the above named South Carolina Railroad Company et al. were libellants, and the above named ship Martha and Captain et al. were defendants, in and by which said decree it was ordered, adjudged, and decreed, that the decree of the district court be sustained, and that the respondents pay the libellants the sums respectively adjudged, together with the costs of suit; and that unless they shall do so within thirty days after the date of this decree, that execution shall issue against the ship Martha and Captain et al., who have been admitted as claimants in the said cause, and to whom the said ship Martha, with her appurtenances, had in due form of law been delivered on stipulation, and against their sureties on the said stipulation; which said decree of the said circuit court is, as these appellants are advised, erroneous and ought to be reversed.

Wherefore, these appellants respectfully pray that the said decree may be made by this court as shall be agreeable to equity and good conscience, and that these appellants may be restored to all things which they have lost by said decree.

And these appellants, as in duty bound, will ever pray.

Dated this

BENJ. F. HUNT & SON,
Proctors for appellants.

THE UNITED STATES OF AMERICA, *ss.*

To Charles Lambert and Robert Lambert, copartners, trading under the firm of Lambert & Brother; John Graveley, Nathaniel Barnwell, and James Ravenel, copartners, trading under the firm of Barnwell & Ravenel; William Adger and Joseph E. Adger, copartners, trading under the firm of W. & J. E. Adger; John Reid Moffett, surviving copartner of the late firm of Andrew Moffett & Son; A. Gordon, W. L. Timmons, E. B. Crews, surviving copartners of the late firm of Dick & Crews; William Rose Morton and William C. Courtney, copartners, trading under the firm of Morton & Courtney; James Adger, Robert Adger, and James R. Pringle, copartners, trading under the firm of James Adger & Company; S. N. Hart, Archibald S. Johnston, A. J. Crews, and J. H. Brawley, copartners, trading under the firm of Watson, Johnston & Company; S. Mowry, jun'r, and L. D. Mowry, copartners, trading under the firm of S. Mowry & Son; and Henry L. Roosevelt, Simeon Hyde, and Robert A. Clark, copartners, trading under the firm of Roosevelt, Hyde & Clark, greeting:

You are hereby cited and admonished to be and appear before the Supreme Court of the United States, to be holden at Washington on the first Monday in December next, pursuant to an appeal from a decree of the circuit court of the United States, for the district of South Carolina, wherein Abraham Rich and James Harris, claimants of the ship Martha, her tackle, apparel, and furniture, are appellants, and you are appellees, to show cause, if any there be, why the said decree should not be corrected, and speedy justice be done to the parties in that behalf.

Witness the honorable R. B. Gilchrist, judge of the United States, for the district of South Carolina, and one of the judges of the circuit court of the United States for said district, this twenty-first day of February, in the year of our Lord one thousand eight hundred and fifty.

R. B. GILCHRIST.

We acknowledge service of this citation, 21st February, 1850.

PETIGRU & LESESNE.

THE UNITED STATES OF AMERICA, *ss.*

To the South Carolina Railroad Company, greeting:

You are hereby cited and admonished to be and appear before the Supreme Court of the United States, to be holden at Washington, on the first Monday in December next, pursuant to an appeal from a decree of the circuit court of the United States, for the district of South Carolina, wherein Abraham Rich and James Harris, claimants of the ship Martha, her tackle, apparel, and furniture, are appellants, and you are appellees, to shew cause, if any there be, why the said decree should not be corrected, and speedy justice be done to the parties in that behalf.

Witness the honorable R. B. Gilchrist, judge of the United States, for the district of South Carolina, and one of the judges of the circuit court of the United States for said district, this twenty-first day of February, in the year of our Lord one thousand eight hundred and fifty.

R. B. GILCHRIST.

We acknowledge service of this citation.

PERONNEAUS & HAYNE.

Feb'y 21st, 1850.

United States of America, sixth circuit, South Carolina district.

LAMBERT & BROTHER & others
vs.
THE SHIP MARTHA.

THE SOUTH CAROLINA Railroad Company
vs.
THE SHIP MARTHA.

We consent that the appeals from the circuit court of the United States, for the aforesaid circuit and district, to the Supreme Court of the United States, attached to the record in the above entitled causes, be dated as of the eighth of May, eighteen hundred and forty-nine, when the decree of the said circuit court was made in these causes; and that the record be so amended as to state that appeals in these cases were prayed at that time in open court, and allowed. We also waive all errors, and agree that this paper be filed in these cases, and attached to the said record of the same.

PETIGRU & LESESNE,
For Lambert and others.

PERONNEAUS & HAYNE,
Proctors for Railroad Co.

March 22d, 1850.

OFFICE OF CLERK OF THE CIRCUIT COURT,
South Corolina district, at Charleston.

I hereby certify, that the within signatures of Petigru & Lesesne, and Peronneaus & Hayne, are in the proper handwritings of the said firms, and that the within written consent was this day deposited in my office, to be transmitted to the Supreme Court of the United States, to be filed in the within mentioned cases and attached to the record of the same.

In testimony whereof I have hereunto signed my name and affixed the seal of the said circuit court, this twenty-second day of
[L. S.] March, A. D. one thousand eight hundred and fifty.

H. Y. GRAY, *Clerk cir. ct.*

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SUPREME COURT OF THE UNITED STATES.

No. 87–88.

ABRAHAM RICH AND JAMES HARRIS, CLAIMANTS OF THE SHIP MARTHA, APPELLANTS,

vs.

LAMBERT AND BROTHER AND AL., LIBELLANTS.

AND

ABRAHAM RICH AND JAMES HARRIS, CLAIMANTS OF THE SHIP MARTHA, APPELLANTS,

vs.

THE SOUTH CAROLINA RAILROAD COMP'Y, LIBEL'TS.

ADDITIONAL TESTIMONY, FILED SEPTEMBER 13, 1851.

Additional testimony in the case of Lambert & Brother and others, and the South Carolina Railroad Company, vs. the ship Martha.

Commission to examine John Dawson, a witness residing in Liverpool, England.

The UNITED STATES OF AMERICA,
District of South Carolina.

In the circuit court.

The United States of America, to George T. Hill, William Ginn, James Utley Watts, and William Stuart, greeting:

Whereas, a certain cause is now depending in the court of admiralty in the said State, and taken by appeal to the Supreme Court of the United States, in which Lambert & Brothers and others, are libellants, and Abram Rich and others, and the ship Martha, are respondents; and it being necessary to the investigation of the said cause that certain persons, to wit, John Dawson, resident in Liverpool, England, should be examined on certain interrogatories:

Now know ye, that in confidence of your prudence, ability, and integrity, you are by these presents appointed, and full power and au-

Gideon, print.

thority are hereby given to you, [or] any two or more of you, diligently to examine all witnesses whatsoever, upon certain interrogatories to be exhibited to you, as well on the part of the said respondents as on the part of the said libellants, or either of them; and therefore you, and two or more of you, are hereby authorized and required, on certain days and at certain places, *or* to be appointed by you for that purpose, to cause the said witnesses to come before you, and then and there to examine each of them apart on the said interrogatories, on their respective corporal oaths first taken before you, or any two or more of you, and to take such their examinations, and reduce them to writing on paper; and, when you shall have so taken them, to send the same to the judges of the said court of admiralty, at Charleston, in the State aforesaid, closed up, and under your seals, distinctly and plainly set, together with the said interrogatories and this writ. And you, and every of you, are hereby further required, that before you act in, or be present at, the swearing or examining of any witness or witnesses, you severally take the oath first specified in the schedule hereunto annexed; and you, or any two or more of you, are hereby authorized and empowered, jointly or severally, to administer such oath to the rest or any other of you; and you are hereby further authorized and required, jointly and separately, to administer the oath last specified in the said schedule hereunto annexed, to all and every of the clerks or clerk employed in taking, transcribing, or engrossing the deposition or depositions of witnesses so examined by virtue of these presents, before they or he shall be permitted to act as clerks or clerk, or be present at such examination.

Witness the honorable R. B. Taney, chief justice of the United States, this first day of May, in the year of our Lord one thou-
[L. S.] sand eight hundred and forty-nine, and in the 73d year of the sovereignty and independence of the United States of America.

H. Y. GRAY,
Clerk circuit court.

Commissioner's oath.

You shall, according to the best of your knowledge, truly, faithfully, and without partiality to any or either of the parties in this cause, take the examination and deposition of all and every witness and witnesses produced and examined by virtue of the commission hereunto annexed, upon the interrogatories now produced and left with you; and you shall not publish, disclose, or make known to any person or persons whatsoever, the clerk or clerks by you employed and sworn to secrecy in the execution of this commission, the contents of all or any of the depositions of the witnesses, or any of them, to be taken by you and the other commissioners in the commission named, or any of them, by virtue of the said commission, until publication shall pass by rule or order of the court. So help you God.

Clerk's oath.

You shall, truly, faithfully, and without partiality to any or either of the parties in this cause, take and write down, transcribe and engross, the depositions of all and every witness and witnesses produced before, and examined by, the commissioners, or any of them, named in the commission hereunto annexed, as far forth as you are directed and employed by the said commissioners, or any of them, to take, and write down and engross the said depositions, or any of them. And you shall not publish, disclose, or make known, to any person or persons whatsoever, the contents of all or any of the depositions of the witnesses, or any of them, to be taken or written down, transcribed or engrossed, by you, or whereto you shall have recourse, or be any ways privy, until publication shall pass by rule or order of the court.

So help you God.

Instructions for the commissioners.

The commissioners must first attend to the instructions contained in the commission; after which, when they are proceeding to business, they will put the first interrogatory to the first witness produced, and set down his answer thereto on a *a* sheet, entitled "Deposition of witnesses sworn and examined," &c.; when done with this, they will put the second interrogatory, and set down his answer to that also, and so on, till they have finished putting the interrogatories to him. They will then proceed to examine such other witnesses as may be produced; in which case they will entitle their depositions in the same manner as those of the first, with the difference of the party's name, age, &c., &c. They will then fix and seal the several sheets together, and set their hands and seals at the bottom of the whole, and their hands to each sheet, leaving the covering sheet on the outside of the whole; then enclose the whole, commission and all, in a large paper well sealed up, with their seals, with their names affixed thereto; and having first endorsed the packet on a corner thereof with the names of the parties, in the same manner as is done on the covering sheet of the depositions, direct the same to Henry Y. Gray, clerk of the court of admiralty at the court in Charleston. If this commission is returned by post, one of the commissioners who examined the witness must endorse and sign a certificate that the same was lodged by him in the post office at ——.

N. B. Should the sheets annexed not be sufficient, the commissioners can easily tack others thereto, putting the covering sheet over the whole; and any two of the commissioners will be sufficient to take the examination.

United States Supreme Court, in the appeal in admiralty.

Case of ship MARTHA and owners } ads.
LAMBERT & BROTHER, South Carolina Railroad Company, and others. }

Interrogatories to be administered to John Dawson, ship-carpenter, residing at Liverpool, in the Kingdom of Great Britain, to be examined on behalf of the appellants, owners of the Martha; the testimony to be used before the Supreme Court on the trial of the case; said witness to be examined in chief.

To John Dawson:

1st. What is your age and occupation?

2d. Did you know the ship Martha, of Boston, under the command of Captain Snow, and afterwards of Captain Rich, from July, 1844, to August, 1847; and were you engaged to execute all repairs required by said vessel while in Liverpool?

3d. State whether the decks of said vessel, in March, 1847, were fully caulked; were said decks of good wood, and what kind; were they fully capable of holding oakum, and in all respects in good order to carry any cargo?

4th. In August, 1847, when said ship was about to sail from Liverpool, was she fully inspected [and] all defects fully repaired; what was especially the state of her between decks; were they such as to authorize a prudent captain to load her between decks with sack-salt, or any other article of merchandise?

5th. Was the between decks furnished with scupper holes sufficient to carry off any water which might fall on the decks?

6th. From the state in which you found the second deck, when the lower hatches were well secured, was the between decks entirely cut off and separated from the lower hold of the ship?

7th. What was the thickness of the plank in the lower hold of the Martha; were they so thick that, when caulked and payed, water thrown on the decks would seek a discharge through the scupper holes; could it drip through the decks, in the order they were in, in August, 1847, unless they were subsequently injured by stress of weather?

BENJ. FANEUIL HUNT & SON,
5th September, 1849. *Proctors.*

Cross interrogatories.

The United States of America, in admiralty.

LAMBERT & BROTHER et al.
vs.
The Ship MARTHA.

Cross interrogatories for John Dawson, a witness produced by the respondents.

1st. In what way did you become acquainted with the ship Martha; do you know any thing of the history of the said ship, or of her owners; are you in any way connected in business, or otherwise, with the ship, or her owners, or charterers?

2d. How often have you caulked the ship Martha; and at what particular times; and at whose expense; and by whose orders?

3d. Is not the caulking of the vessel, while on a voyage, a circumstance that ought to appear in the log-book; do you not know that the log-book *log-book* shows that the ship Martha was caulked on the second day of March, 1847, and not afterwards?

4th. Was there any discussion previous to the sailing of the ship Martha on 21st September, 1847, in relation to the propriety of taking salt between decks; was there any inquiry or question raised respecting the state of the decks of the said ship, or with respect to the fitness of the between decks for the reception of salt, or draw your attention particularly to that subject?

5th. If you say that a prudent captain would have stored salt between decks in the ship Martha, in August or September, 1847, then state whether it is indifferent to the safety of dry goods and cutlery in the hold, that the between decks be filled with salt? And if it be not always safe to do so, state what are the conditions under which it would be safe to do so.

6th. When 100 or 150 tons of salt are stowed between, and begin to drip, would not the dunnage and the sacks prevent the escape of the water through the scupper holes?

7th. Are the seams of the between decks likely to open when the vessel meets with heavy weather, or is strained at sea; are the seams of the water-ways particularly liable to open from the straining of the vessel?

8th. If the seams of the between decks be liable to open by the straining of the vessel, can it be prudent to stow salt between decks, with a dry cargo below?

PETIGRU & LESESNE,
For libellants.

Interrogatories in reply.

1st. Are you sufficiently acquainted with the subject to say whether any opening of the decks or water-ways, sufficient to injure a cargo below, could result from any straining by dangers of the seas, which would not also cause leaks from below sufficient to let in water to the hold; and must such effect be the result of more than ordinary sea damage?

2d. When the between decks are as well secured as were those of the Martha at the time of her sailing, is the between decks a separate hold, not interfering with the lower hold, in which nothing but unusual weather produces any damage?

3d. In the state the ship Martha was, could salt in dry sacks, without any access of water from the upper deck, have leaked out, so as to run several hogsheads of water, and leave no palpable marks on the bags, and leave the salt in them dry on their arrival, and also the dunnage?

4th. When the cargo below is heavy, is it right to put some heavy articles between decks, to prevent the ship from working; and is salt in dry sacks, with the second deck as well secured as that of the Martha, a safe cargo?

5th. When the cargo below is injured, and that between decks is safe and dry, and the vessel met with bad weather, as a mechanic, would you naturally attribute the damage to water taken in below the second deck?

BENJ. FANEUIL HUNT & SON,
Proctors for respondents.

Depositions of witnesses, produced, sworn, and examined, on the tenth day of November, in the year of our Lord one thousand eight hundred and forty-nine, at the office of Messieurs Watson & Webster, situate No. 19 Exchange alley, North Chapel street, in Liverpool, in the county of Lancaster, in the United Kingdom of Great Britain, by virtue of a commission issuing out of the circuit court for the district of South Carolina, in the United States of America, to us, George T. Hill, William Ginn, James Otley Watson, and William Stuart, directed, in a certain cause depending in the court of admiralty in the said State, and taken by appeal to the Supreme Court of the United States, in which Lambert & Brother and others, are libellants, and Abrm. Rich and others, and the ship Martha, are respondents; we, the said commissioners under the said commission, and also the clerk employed by us in taking, writing, transcribing, and engrossing the said depositions, having first severally taken the oaths annexed to the said commission, according to the tenor and effect thereof, and as thereby directed.

(Signed) GEORGE T. HILLS,
WILLIAM GINN,
WILLIAM STUART,
JAS. OTLEY WATSON.

John Dawson, of Liverpool, in the county of Lancaster, in the United Kingdom of Great Britain, ship carpenter, a witness, produced, sworn, and examined, on the part and behalf of the appellants.

To the first interrogatory deponent answers and says, as follows: I am fifty years of age, and *and* my occupation is that of a ship builder or ship carpenter.

To the second interrogatory deponent answers: I knew the ship Martha, of Boston, under the command of Captain Snow, and afterwards of Captain Rich, from July, one thousand eight hundred and forty-four, to August, one thousand eight hundred and forty-seven; I was engaged to execute all repairs required by the said vessel while in Liverpool, during the above period.

To the third interrogatory deponent answers: In March, one thousand eight hundred and forty-seven, the lower deck of the said vessel was fully caulked, but not the upper deck; the decks, both upper and lower, were of good wood and of pine, but I do not remember of what description of pine. The decks were fully capable of holding oakum, and in all respects in good order to carry any cargo.

To the fourth interrogatory deponent answers and says: In Aug., one

thousand eight hundred and forty-seven, when said ship was about to sail from Liverpool, she was fully inspected, and all defects fully repaired; her between decks were then in good order; in my opinion they were such as to authorize a prudent captain to load her between decks with sack salt, or any other article of merchandise.

To the fifth interrogatory deponent answers and says: I do not know, of my own knowledge, whether the between decks was furnished with scupper holes; I did not look for them.

To the sixth interrogatory deponent answers and says: From the state in which I found the second deck, if the lower hatches were well secured, the *the* between decks was entirely cut off and separated from the lower hold of the ship.

To the seventh interrogatory deponent answers and says: I cannot, of my own knowledge, say what was the thickness of the plank in the lower hold of the Martha; they were so thick that, when caulked and payed, water thrown on the decks would seek a discharge through the scupper holes. In my opinion water could not drip through the decks in the order they were in in August, one thousand eight hundred and forty-seven, unless they were subsequently injured by stress of weather.

To the first cross interrogatory deponent answers and says: I became acquainted with the ship Martha in consequence of my having been previously acquainted with Captain Snow, her master. I do not know any thing of the history of the ship, except that she was in Liverpool in one thousand eight hundred and forty-four, and in March and August, one thousand eight hundred and forty-seven, and at some other, but at what particular periods I do not remember. I do not know any thing of the history of her owners. I am not in any way connected in business, or otherwise, with the ship, or her owners or charterers.

(Signed) JOHN DAWSON.

GEO. T. HILLS,
WILLIAM GINN, (page.)
WM. STUART,
J. OTLEY WATSON.

To the second cross interrogatory deponent answers *answers:* I have caulked the ship Martha three times; that is to say, in July, one thousand eight hundred and forty-four, I caulked and tarred her bottom; in March, one thousand eight hundred and forty-seven, I caulked her lower deck; and in August, one thousand eight hundred and forty-seven, I repaired her copper, and partially caulked her lower deck. The caulking and work in July, one thousand eight hundred and forty-four, and March, one thousand eight hundred and forty-seven, were done by order of Captain Snow; the repairs and caulking in August, 1847, were done by order of Captain Rich. The whole was done at the expense of the owners of the ship, and the captains paid me.

To the third cross interrogatory deponent answers: I have seen very little of log-books, and I do not know whether caulking of the vessel, while on the voyage, is a circumstance that ought to appear in the log

book; I never saw the log-book, and do not know its contents, nor what it shows.

To the fourth cross interrogatory deponent answers and says: There was no discussion, that I know of, previous to the sailing of the ship Martha on the twenty-first day of September, one thousand eight hundred and forty-seven, in relation to the propriety of taking salt between decks; there was not any inquiry respecting the state of the decks of the said ship, or with respect to the fitness of the between decks for the reception of salt, to draw any attention particularly to that subject.

To the fifth cross interrogatory deponent answers *answers* and says: In my opinion it is indifferent to the safety of dry goods and cutlery in the hold that salt should be stowed in the between decks; but it would be imprudent to fill the between decks with salt, and with dry goods and cutlery only in the hold. When there is a large quantity of dead weight in the lower hold, it is safe to put salt in the between decks, but not to fill the between decks; it would never be safe to fill the between decks with salt. It would be safe to put salt in the between decks, with reference to dry goods and cutlery in the lower hold, provided that the lower deck was properly caulked and tight.

To the sixth cross interrogatory deponent answers and says: If one hundred or one hundred and fifty tons of salt are stowed between decks, and begin to drip, the dunnage would not prevent the escape of the water through the scupper holes; the sacks might probably do so; they might do so if the sacks were allowed to touch the deck.

To the seventh cross interrogatory deponent answers: The seams of the between decks are likely to open when the vessel meets with heavy weather, or is strained at sea; the seams of the water-ways are particularly liable to open from the straining of the vessel.

To the eighth cross interrogatory deponent answers and says: Although the seams of the between decks are liable to open by the straining of the vessel, I think it is prudent to stow salt between decks, with a dry cargo below.

(Signed) JOHN DAWSON.

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To the first interrogatory in reply deponent answers and says: An opening of the decks or water-ways, sufficient to injure a cargo below, could result from straining by dangers of the seas, which would not also cause leaks from below sufficient to let water into the hold. The opening of the decks or water-ways must be the result of more than ordinary sea damage.

To the second interrogatory in reply deponent answers and says: When the between decks are as well secured as were those of the ship Martha at the time of her sailing, the between decks is a separate hold, not interfering with the lower hold, in which nothing but unusual weather produces any damage; but I do not know how the hatches of the Martha were caulked; and if they were not properly caulked, then the between decks would not be a separate hold, not interfering with the lower hold.

To the third interrogatory in reply deponent answers and says: I cannot state, of my own knowledge, whether, in the state the Martha was, salt in dry sacks could, without access of water from the upper deck, have leaked out so as to run several hogsheads of water, and leave no palpable marks on the bags, and leave the salt in them dry on their arrival, and also the dunnage; but the dunnage would be wet if the salt drained over it, and would in all probability discolor the bags.

To the fourth interrogatory in reply deponent answers and says: When the cargo below is heavy, it is right to put some heavy articles between decks, to prevent the ship from working; salt in dry sacks in the second deck, as well secured as was that of the Martha, provided the hatches are well caulked and secured, is a safe cargo.

To the fifth interrogatory in reply deponent answers and says: When the cargo below is injured, and that between decks safe and dry, and the vessel met with bad weather, as a mechanic, I should partly attribute the damage to water taken in below the second deck; but it might arise from water taken in in other parts of the ship, or be caused by a general straining.

JOHN DAWSON.

(Signed)

GEO. T. HILLS, [L. S.]
WILLIAM GINN, [L. S.]
WILLIAM STUART, [L. S.]
JAS. OTLEY WATSON. [L. S.]

OFFICE OF CLERK OF THE CIRCUIT COURT,
South Carolina district.

I, Henry Y. Gray, clerk of the United States circuit court, for the said district, do hereby certify, that the foregoing fifteen pages of writing contain a true and correct copy of a commission, depositions, &c., returned duly executed; which commission issued to examine John Dawson, a witness, residing in Liverpool, England, on the part and behalf of the appellants.

The said commission was duly published in my office, on the 18th day of August instant, after due notice given to the parties, appellants and appellees.

Witness my hand, and the seal of the said circuit court, this twenty-ninth day of August, A. D. one thousand eight hundred and fifty-one.

[L. S.]

H. Y. GRAY, *Clerk.*